

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
APRIL 18, 2016
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

--Recognition of Human Rights Commission Essay Contest Winners

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. April 4, 2016 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes—
 - Economic Development Authority, March 14, 2016
 - Planning Commission, March 22, 2016
3. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation

4. Verified Claims
5. Purchases
6. License Applications
7. Resolution in Support of the “Ramsey County: A Start by Believing Community” Initiative
8. Approval of MPCA Environmental Assistance Grant Application-City Sustainability Planning
9. Approval of Supplemental Water Patrol Agreement
10. Authorization for the Installation of a STOP sign on the South Leg of the Churchill Street and Bridge Street Intersection
11. Approval of December 31, 2015 Interfund Transfers and Loans
12. Declaration of Intent to Bond

PUBLIC HEARING

13. Public Hearing — Proposed Modification of Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 10 (a Redevelopment District) and Adoption of a Tax Increment Financing Plan, and Approval of a Tax Increment Development Agreement – Elevage Development Group Mixed-Use Housing/Retail Development Project

GENERAL BUSINESS

14. Final Plat/PUD—Elevage Development Group, LLC, 350 Rustic Place, 157/185 County Road E, 3521 Rice Street
15. Authorize Agreement with WaterSmart

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
April 4, 2016**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on April 4, 2016.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following members were present: Mayor Martin; Councilmembers Johnson, Quigley, Springhorn and Wickstrom.

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the April 4, 2016 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

Noted the recycling booklet distributed by Ramsey County. She emphasized that plastic bags cannot go in the recycling bin because they damage recycling machinery. She recommended residents keep the booklet for reference.

Construction season has begun. Lexington Avenue in the I-694 area is very congested at peak hours. Everyone is encouraged to find other routes to use. The reconstruction of Victoria will be delayed a year in order to provide an alternative north/south route. Also, westbound lanes are being added at County Road E and Lexington.

Councilmember Quigley:

The Shoreview Einhausen Sister City Association will hold its annual meeting April 16, 2016, at Gasthaus. It is always a great event.

Councilmember Wickstrom:

The Shoreview Northern Lights Variety Band will hold their spring concert on Saturday, April 23, 2016, at 7:00 p.m., at Benson Great Hall. The theme this year is National Parks. Tickets are \$10 in advance or \$15 at the door. Tickets can be purchased online at snlvb.com.

On Wednesday, April 20, 2016, the Environmental Quality Committee will hold its final speaker series on “Shoreview’s State of the Waters.” The program is at 7:00 p.m. in the Council Chambers. The program will also be online and on Cable TV.

Councilmember Springhorn:

The Shoreview Historical Society is sponsoring a program at the Community Center entitled “John Dillinger Slept Here,” on Sunday, April 17, 2016, as part of the Historical Society’s 25th year celebration.

On May 4, 2016, Northeast Youth and Family Services will celebrate its Leadership Lunch and 40th Anniversary.

Mayor Martin added that the speaker at the luncheon will be Elizabeth Kneebone from the Brookings Institute. She has co-authored the book, *Confronting Poverty in the Suburbs*. The event is free and everyone is encouraged to attend.

CONSENT AGENDA

Item No. 2 was pulled for separate consideration.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to adopt the Consent Agenda for April 4, 2016, as presented and all relevant resolutions for items Nos. 1, and 3 through 11:

1. March 14, 2016 City Council Workshop Meeting Minutes
3. Receipt of Committee/Commission Minutes:
 - Bike and Trails Committee, February 4, 2016
 - Bike and Trails Committee, March 3, 2016
 - Environmental Quality Committee, March 28, 2016
4. Verified Claims in the Amount of \$1,115,294.82
5. Purchases
6. License Applications
7. Site and Building Plan Review - Dairy Queen, 4615 Hodgson Road
8. Approval of AT&T Extension and Lease Approvals
9. Accept Bid and Authorize Construction - I-694 Watermain Relocation, CP 15-10
10. Approve Plans and Specifications, Order Improvement and Order Taking of Bids - Gramsie Road Rehabilitation, CP 16-05

11. Approval of a Master Subscriber Agreement for Minnesota Court Data Services

VOTE: Ayes - 5 Nays - 0

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the March 21, 2016 City Council Meeting Minutes, as submitted.

VOTE: Ayes - 3 Nays - 0 Abstain - 2 (Johnson, Springhorn)

Councilmembers Johnson and Springhorn abstained because they were absent from the March 21st meeting.

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS**TEXT AMENDMENT - ACCESSORY STRUCTURE****Presentation by Asst. City Manager/Community Development Director Tom Simonson**

Text amendments are proposed to Section 205 of the Development Code. The purpose of the amendments is to allow more flexibility to property owners regarding size of accessory structures. The changes would allow accessory structure size to be based on the parcel size. These amendments are a result of the increase in applications for Conditional Use Permits for larger accessory structures.

The proposed ordinance establishes area and setback regulations based on a tiered system. Accessory structures must remain subordinate to the principal structure on the property and cannot negatively impact adjoining properties.

The amendments include a clarified definition of an accessory structure versus an accessory building. The term “structure” shall replace the term “building,” in the following regulations regarding size and setback requirements: Section 202 - Definitions; Section 205.001; and Section 205.002 - Residential Districts.

Under current Code, an accessory structure is allowed to be 150 square feet in size but can be increased to 288 square feet with a Conditional Use Permit. The total of all accessory structures cannot exceed 90% of the dwelling unit foundation area or 1,200 square feet, whichever is less. A Conditional Use Permit is required to exceed accessory structure limits. There is no cap for the maximum area of accessory structures.

The proposed changes include increasing the maximum permitted for all tiers to 200 square feet. A size larger than 200 square feet is allowed with a Conditional Use Permit for parcels of 1/2

acre or larger. A cap on the size of an accessory structure would be set for all tiers. The proposed ordinance changes for four tiers are as follows:

Regulations for properties less than 1/2 acre:

The changes allow a detached accessory structure when there is no attached accessory or an attached accessory structure that is less than 2-car size would be up to 200 square feet or up to 288 square feet with a Conditional Use Permit. Nothing over 288 square feet would be allowed.

Changes for properties of 1/2 acre to under 1 acre:

- A detached accessory structure, where there is no attached accessory structure or less than a 2-car attached accessory structure, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is the more restrictive.
- When there is a 2-car attached garage, a detached accessory structure can be up to 288 square feet outright. Up to 440 square feet could be allowed with a Conditional Use Permit.

Changes for properties of 1 acre to less than 2 acres:

- When there is less than a 2-car attached accessory structure, a detached accessory can be built up to 1000 square feet or 80% of the dwelling unit, whichever is more restrictive.
- If there is a 2-car attached accessory structure, a detached accessory structure of up to 440 square feet. A larger accessory structure is possible with a Conditional Use Permit. However, the total accessory structure area cannot exceed 1500 square feet or 100% of the dwelling unit foundation area.

Changes for properties of 2 acres or more:

- A detached accessory structure, where there is no attached accessory structure or less than a 2-car attached accessory structure, could be 1000 square feet or 80% of the dwelling unit foundation area, whichever is more restrictive.
- If there is a 2-car attached accessory structure, a detached accessory structure of up to 440 square feet. A Conditional Use Permit is required for larger than 440 square feet. The cap for the combined attached and detached accessory structure square footage is 125% of the dwelling unit foundation area.

Notice of the public hearing was published in the City's legal newspaper. No comments from the public were received. The Planning Commission held a public hearing on February 23, 2016. The Commission added one change that states, "greater setbacks may be required to mitigate impacts to adjoining parcels." The Planning Commission and staff recommend Council approval of the proposed amendments.

Mayor Martin asked for clarification on when additional setbacks would be applied. Mr. Simonson explained that in the Conditional Use Permit process, if landscaping for a larger accessory structure is insufficient, additional setbacks can be required to mitigate any impact to adjoining properties.

Councilmember Quigley asked how lake lots are treated. Mr. Simonson answered that they are treated the same, but the method for determining lot area is limited to the Ordinary High Water

Mark (OHM). The size of an accessory structure is then based on lot area as with other properties. Property owned out into the water is not taken into account.

Planning Commissioner Kent Peterson stated that the Planning Commission met with the Council a year ago to discuss accessory structures. At that time, the Council was satisfied with the Code. The Planning Commission created the tiers to allow flexibility. A square footage cap for accessory structures is established for each tier. There were no caps in the previous Code.

Mayor Martin asked what would happen if a larger lot were subdivided. She would not favor grandfathering in a large accessory structure that is then on a smaller lot. Mr. Simonson stated that the accessory structure would be considered a legal non-conforming structure because it is already built. The City would have no recourse regarding its removal, unless the property were part of a subdivision in which case the City could require certain conditions for development.

City Attorney Beck stated this concern could be addressed in the Conditional Use Permit process with a stipulation that an accessory structure based on the size lot must be removed if the lot is subdivided.

Councilmember Wickstrom expressed concern that if there were no Conditional Use Permit with an accessory structure, the City would have no control on removal with a subdivision. She expressed support for the Code amendments but requested that applications be carefully reviewed for possible future problems. Mr. Schwerm noted that these regulations are stricter than what is in place because a cap is set for each tier.

Mayor Martin noted that the regulations would not be retroactive.

Councilmember Johnson commended the Planning Commission and staff for the amount of time and energy put into this issue. These regulations will help redevelopment in the future.

MOTION: by Councilmember Johnson, seconded by Councilmember Springhorn to adopt Ordinance No. 942, revising Chapter 200 of the Municipal Code Sections 202, 205.081 and 205.082, regarding accessory buildings and structures, and to authorize publication of an Ordinance Summary.

This approval is based on the following finding of fact:

1. The proposed text changes clarify accessory structure versus building in the definition section, as well as introduce a tiered system for accessory structure based on parcel size. The changes address concerns related to the health, safety, and general welfare of the resident(s) and public safety staff.

ROLL CALL: Ayes: Johnson, Quigley, Springhorn, Wickstrom, Martin
Nays: None

APPROVAL OF NEW VOTING PRECINCTS

City Manager Schwerm reported that the City has been informed that St. Odilia Church can no longer be used as a polling location. The best option is to combine Precincts 1N (St. Odilia) and 2 (Shepherd of the Hills) to use the polling place at Shepherd of the Hills Church, which is one of the larger polling sites and has easy access. In that regard Precincts 1N and 2 would be combined to form Precinct 2; Precinct 1S would become Precinct 1. Ramsey County will send post cards of notification to residents; the City will also send out a letter.

Councilmember Wickstrom explained that Precinct 1 is smaller than the other precincts because it is in the Roseville School District. The reason there was a Precinct 1N and 1S (north and south) is because prior statutes required precincts to be bounded by streets. That is no longer required. This proposal is a good solution.

Councilmember Springhorn stated that he will support the proposal but noted that there is a lot of low income housing close to St. Odilia. Those people will now have to cross I-694 to vote. He would like turnout in that precinct to be monitored to be sure the greater distance to the polling place is not deterring people from voting.

Councilmember Johnson suggested posting a sign for the first election cycle to make sure people are clear about where their precinct is located.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Springhorn to approve Resolution No. 16-25 revising city election precincts.

ROLL CALL: Ayes: Quigley, Springhorn, Wickstrom, Johnson, Martin
Nays: None

APPOINTMENTS TO PARKS AND RECREATION COMMISSION

City Manager Schwerm reported two resignations from the Parks and Recreation Commission because the Commissioners moved out of Shoreview. The Parks and Recreation Commission has reviewed the applications from Jean Kiehnbaum and Matthew Cisneros and recommends their appointment.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Springhorn to appoint Jean Kiehnbaum and Matthew Cisneros to the Parks and Recreation Commission for terms ending January 31, 2019.

ROLL CALL: Ayes: Springhorn, Wickstrom, Johnson, Quigley, Martin
Nays: None

ADJOURNMENT

MOTION: by Councilmember Johnson, seconded by Councilmember Quigley to adjourn the meeting at 7:40 p.m.

VOTE: Ayes - 3 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE ____ DAY OF _____ 2016.

Terry Schwerm
Assistant City Manager

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
March 14, 2016**

CALL TO ORDER

President Emy Johnson called the meeting to order on March 14, 2016 at 5:00 p.m.

ROLL CALL

The following members were present: President Emy Johnson and Board Members Sandy Martin, Shelly Myrland and Terry Quigley.

Board Member Sue Denkinger was absent.

Also attending this meeting:

Terry Schwerm	City Manager
Tom Simonson	Assistant City Manager/Community Development Director
Niki Hill	Economic Development and Planning Associate

Kirstin Barsness EDA Consultant

APPROVAL OF AGENDA

MOTION: by Quigley, seconded by Myrland, to approve the March 14, 2016 meeting agenda as submitted.

VOTE:	Ayes - 4	Nays - 0
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APPROVAL OF MINUTES

MOTION: Quigley by, seconded by Myrland, to approve the February 1, 2016 meeting minutes as submitted.

VOTE:	Ayes - 4	Nays - 0
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FINANCES AND BUDGET

Simonson provided summaries of the submitted for each of the three EDA funds 307, 240 and 241, and recommended EDA approval of 10 claim items.

MOTION: by Quigley, seconded by Myrland, to accept the updated year-end HRA Funds 307, 240, and 241 (Preliminary/Unaudited for 2015) and monthly EDA Financial Reports through January 31, 2016, and approve the following payment of claims and purchases:

1.	Community Reinvestment Fund - December 2015 (Date Paid: 12/18/2015)	\$102.00	Fund 307
2.	Community Reinvestment Fund - January 2016 (Date Paid: 1/25/2016)	\$102.00	Fund 307
3.	Barsness, Kirstin (December Consulting) (Date Paid: 12/31/2015)	\$2,375.00	Fund 240
4.	Sensible Land Use Coalition (Conference Registration) (Date Paid: 12/31/2015)	\$100.00	Fund 240
5.	Xceligent, Inc. (Subscription) (Date Paid: 01/08/2016)	\$1,980.00	Fund 240
6.	Minneapolis St. Paul Magazine (Subscription) (Date Paid: 01/08/2016)	\$19.95	Fund 240
7.	EDAM (Membership/Renewal/Simonson-Hill) (Date Paid: 01/08/2016)	\$395.00	Fund 240
8.	Bradley and Deike (Kowalski's) (Date Paid: 01/21/2016)	\$51.00	Fund 240
9.	Allen, Deanne (EDA Minutes 1-11-2016) (Date Paid: 1/21/2016)	\$200.00	Fund 240
10.	Greenhaven Printing (Business Exchange) (Date Paid: 1/21/2016)	(606.64)	Fund 240

VOTE:

Ayes - 4

Nays - 0

GENERAL BUSINESS

ELEVAGE DEVELOPMENT GROUP - MIXED USE REDEVELOPMENT PROJECT REQUEST FOR FINANCIAL ASSISTANCE (PROPOSED TAX INCREMENT DISTRICT 10)

Presentation by Assistant City Manager/Community Development Director Tom Simonson

The Elevage proposal is at the corner of County Road E and Rice Street. The plan is to build 134 market rate apartments in a mixed use building that will also allocate 6800 square feet of commercial use on the first floor. Both surface and underground parking are provided. Also planned are 14 rental townhomes to be built in two buildings.

The zoning for Planned Unit Development (PUD) - Development Stage was approved by the City Council at its March 7, 2016 meeting. The Final Plat and PUD - Final Stage will be before the City Council in April.

A formal application has been received from Elevage for a new TIF District 10 to obtain tax increment financing assistance. All four properties within the project meet blighted criteria, which qualifies the site for a new TIF District. The reimbursable value proposed is \$2.75 million. Elevage has identified estimated TIF eligible costs for the following: 1) blight removal, demolition and remediation; 2) underground parking facilities; 3) underground storm

management system; 4) trail, landscape, and lighting; 5) significant grading and retaining wall system.

Quigley noted that there have been complaints about TIF as senseless use of taxpayer dollars. The City has used TIF money to assist with successful projects, but he questions whether there is clear communication to residents about what TIF is and how it can be used. Simonson stated that the basic premise for using TIF is that a project would not happen without TIF assistance. In the past few years the City has communicated public information about how the City's financial assistance through tax increment funds has been leveraged in order to get a certain developments that creates jobs and retain businesses such as PaR Systems and TSI, reinvestment in the City with redevelopment projects, or securing higher quality retail projects such as the Trader Joe's and most recently Kowalski's Market.

Martin agreed that the concept of TIF assistance is not well understood by the public. In general, it is the gap in the value of the property as compared to the cost to develop the property. Schwerm added that TIF dollars cover the gap in value until development occurs and the value gap is recovered after which time the property reverts to the tax rolls.

Simonson stated that there is no financial risk to the City, as the City has always had a policy of using the pay-as-you-go method of financing where the developer only gets reimbursed for agreed upon and eligible costs once a project is built and generates the additional taxes. TIF invoices are submitted to the City after construction is complete. If costs exceed estimates, the City does not allow additional TIF assistance. If actual amounts are less than the estimate, the City will decrease the amount of TIF. Once the project is completed, the taxable market value of the property is determined. The developer has requested a minimum assessed value from Ramsey County so as to establish an exact value up front.

There are four parcels in the Elevage project with a total taxable value of \$1.5 million. According to Ramsey County, the estimated value after development will be just under \$30 million. It is recommended that the new TIF District be created as a redevelopment district with a maximum 25-year period, even though the developer's costs are anticipated to be paid well before that time. The benefits to the City are that as a redevelopment district, the City is allowed to pool 25% of the tax increment each year outside the District for other qualifying redevelopments. As an example, this would be a good funding source to assist with a possible redevelopment of the Shoreview Mall. The City also may have the opportunity to use TIF funds from this district to improve transportation in the area with the future new Rice Street improvements. This could include trail connections and pedestrian improvements.

Barsness noted that by statute definition, administration of the TIF District is considered to be an expense outside the District. A redevelopment district could be established for less than 25 years, but spreading the district over 25 years gives the City the option for the 25% pooling. Simonson stated that once obligations have been met, a TIF District can be decertified early. It is recommended that TIF District 10 be a redevelopment district for 25 years with the expectation that the obligations will be met sooner.

The developer has indicated that two more properties may be purchased to add to this project. A tentative agreement has been reached with the property owners at 3527 Rice Street. Discussions are also in progress with the property owners at 3529 Rice Street, who have indicated their desire to sell.

Johnson asked how two more properties would impact the project. Simonson stated that the project is approved as presented, and the additional properties are not currently included in the new TIF District. If the City is willing to provide TIF assistance up to \$3 million to cover the premium cost of the additional property at 3527 Rice Street and any demolition, it could be added. The benefits would be additional buffering for the neighborhood and the possibility of a future right turn lane access off Rice Street to better serve the site.

Barsness added the current TIF District map presented to the County is labeled as a draft. If the properties were to be added, they would be included in the final map submitted to the County, and the public hearing for the District would include the two properties.

Martin asked how the additional properties can be determined as TIF eligible. Barsness responded that acquisition and demolition costs are TIF eligible costs. Only 50% of the TIF District needs to be in blight and there is significantly more than 50% with the current map, given that four current properties within the project are considered blighted. The addition of these two properties would not jeopardize that statutory requirement.

Quigley stated that the new impacts to the neighborhood are not positive. He asked the scope of the Policy Development Area (PDA) in the Comprehensive Plan. Simonson stated that the area is controlled by single-family zoning. A future land use amendment would be needed if townhomes were to be developed on the two additional properties, as has been indicated by Elevage. The EDA will review a draft TIF Development Agreement at its next meeting. A public hearing has been set for April 18, 2016, at the City Council meeting.

Mr. Michael Mergens, Co-owner Elevage Development Group, stated that the two additional properties are not currently part of the proposal presented to the City. Acquisition has evolved out of this process. The purchase agreement is contingent on at least the one property at 3527 being included in the TIF District.

Quigley asked what would be developed on the added property. **Mr. Mergens** confirmed that the plan could be for additional townhomes in the future and a possible right-turn access. Acquisition of both properties would be needed for another access point. If only one property is purchased, surface parking could be added. Elevage has not actively sought to purchase the properties, but the owners have indicated their desire to sell.

Simonson stated that the City would view the purpose of revising the current TIF District to include additional properties as helping the Johnsons at 3527 who are most impacted by the Elevage development. He conversed with Mr. Johnson and he is very pleased with the purchase offer and has found a desirable property to move to so he is hoping the City supports the deal. Simonson said that the revised TIF District would not be for the purpose of developing more property to the north.

Martin stated that short term the Johnson property would be beneficial to the project. In the long term, it would be beneficial to have an intersection with access from across the street as well as the right turn access off Highway 49. She would like to keep the TIF dollar amount under \$3 million. Simonson stated that future access is not a component that can be addressed at this time. Schwerm added that including the two properties indicates there may be additional TIF assistance. Including the two properties does not mean TIF support for added townhome development.

Mr. Mergens stated that townhomes seems to make sense if the two properties are acquired, but there is a lot of work to be done before a plan can be presented. The request is that if there is a chance to include the properties in the TIF District in the future, it makes sense to include them now for eligible for reimbursement.

Simonson distributed TIF calculations. The \$2.75 million in TIF reimbursement shows it would be completed in year 10. Schwerm noted that the City's option to pool 25% outside the District would be approximately \$116,000 a year. The recommendation is to set up the district for 25 years because it is not known what other potential users there will be and what impact there will be with acquisition of the property to the north.

Martin asked the financial risk to the City if the project is not developed. Schwerm explained that the only risk is to the developer because TIF is only on a pay-as-you-go basis. The developer is not paid if revenue is not generated.

There was consensus by the EDA to generally support inclusion of only the Johnson property in the TIF District and increase the amount of assistance to just less than \$3 million. Simonson said that staff would take the direction and incorporate into a revised TIF Plan and draft TIF development agreement to be presented for consideration at the EDA meeting on April 4th.

RAMSEY COUNTY PROPOSAL FOR HOUSING DEMONSTRATION PROJECT

Simonson reported that in a recent meeting with Ramsey County Community Development staff, there was discussion about finding a property in suburban Ramsey County to locate an Idea Home, a prototype tiny house that was shown at the Home and Garden Show. These homes are becoming popular as affordable single family living. Properties with code enforcement issues that require acquisition or tear-down were discussed as possible sites. No property has been identified in Shoreview, but he noted the on-going code enforcement issues along a portion of North Owasso Boulevard. The County has block grant funds available for such a project.

Myrland stated that this type of housing is being marketed to the millennial generation who live life for the experience and do not want to have significant mortgage payments.

Johnson added that these homes are also part of an effort for sustainability. She questioned whether suburban communities are ready for this type of innovation.

Martin stated that she does not see this type of housing as appropriate on North Owasso Boulevard because the four properties with Code issues are next to a new housing project with homes valued at \$400,000 and \$500,000. However, these prototypes might work in the mobile home community.

RENEWAL OF LEASE AGREEMENT AND CONSULTING SERVICES AGREEMENT WITH GREATER METROPOLITAN HOUSING CORPORATION (HOUSING RESOURCE CENTER)

Simonson noted the one-year lease agreement for the Larson/Lepak House where the Housing Resource Center is located. There is also a one-year renewal agreement with the Greater Metropolitan Housing Corporation (GMHC) for Housing Resource Center services and administration of the City's housing programs, including the Shoreview Home Energy Improvement Loan Program. Simonson said the City has suggested multi-year agreements but GMHC says it is not possible due to their funding mechanisms.

MOTION: by Quigley, seconded by Martin, to recommend to the City Council approval of the one-year lease renewal for 2016 with the Greater Metropolitan Housing Corporation for the Housing Resource Center located in the historic Larson/Lepak House at 1170 Lepak Court.

VOTE:

Ayes - 4

Nays - 0

MOTION: by Martin, seconded by Quigley to recommend the City Council renew the Greater Metropolitan Housing Corporation Consultant Services Agreement for 2016 to administer the City's housing programs and related services, including the Shoreview Home Energy Improvement Loan Program, through the Housing Resource Center.

VOTE:

Ayes - 4

Nays - 0

DRAFT EDA 2015 ANNUAL REPORT

This item will be considered at the next meeting.

UPDATES/PROJECTS

JOINT NORTH EAST METRO BUSINESS SEMINAR

The City's first joint Business Workshop is being sponsored by the cities along Highway 96. It will be held Thursday, March 17, 2016, from 7:30 to 9:30 a.m. at Fairfield Inn, Vadnais Heights. As of this time, approximately 30 businesses have registered. Plans are already being made for the next workshop with the hope of having three or four such events each year.

KOWALSKI'S MARKET

Simonson reported that Kowalski's will soon be closing on the purchase of the former Rainbow site. That project will begin within the next two weeks. It looks likely that there will be a bank developed on the second parcel of that property.

CHILDREN'S HEALTH CARE PROPERTY (RYAN CONSTRUCTION)

Ryan Construction has executed an agreement to purchase option on the Children's Health Care property.

Johnson noted that Ryan Construction is one of the entities responding to the RFP for Rice Creek Commons and asked if there would be any impact. Simonson stated that in earlier conversations they have suggested that there is a strong market, but it will depend on how quickly Rice Creek Commons is available for development.

SHOREVIEW CORPORATE CENTER

Simonson reported receipt of an application for TIF assistance for the building at 1005 Gramsie. The City's consultant has verified that the building would qualify because it is obsolete.

Quigley asked about the parking issue for that building. Simonson stated that the footprint of the building may be reduced with a major renovation of the 1005 property. Also, parking that was provided to Hill-Rom has been renegotiated by Eagle Ridge Partners through the lease agreement.

RESTAURANT

Simonson reported that a resident contacted the City about finding a location in Shoreview for a pub/grille type of restaurant. The preference is to own the property rather than lease it. The parcel on the Kowalski property was considered, but the price was too high. City staff will continue to work with the prospect.

VISIT EXCHANGE

Hill announced that the next Business Exchange is scheduled for April 27, 2016 at the North Metro Event Center. Johnson suggested that these meetings include an update report rather than just having a social event. It was suggested that the Mayor provide a brief update at the event on City events, issues, and projects.

ADJOURNMENT

MOTION: by Martin, seconded by Myrland, to adjourn the meeting at 6:37 p.m.

VOTE:

Ayes - 5

Nays - 0

SHOREVIEW PLANNING COMMISSION MEETING MINUTES March 22, 2016

CALL TO ORDER

Vice Chair Brian McCool called the March 22, 2016 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

Vice Chair Brian McCool stated that he will be acting as Chair in the absence of Chair John Doan. The following Commissioners were present: Commissioners Ferrington, Peterson, Solomonson and Wolfe.

Chair Doan and Commissioner Thompson were absent.

APPROVAL OF AGENDA

MOTION: by Commissioner Ferrington, seconded by Commissioner Wolfe to approve the March 22, 2016 Planning Commission meeting agenda as presented.

VOTE: Ayes - 5 Nays - 0

APPROVAL OF MINUTES

MOTION: by Commissioner Solomonson, seconded by Commissioner Wolfe to approve the February 23, 2016 Planning Commission meeting minutes, as presented.

VOTE: **Ayes - 4** **Nays - 0** **Abstain - 1 (Peterson)**

Commissioner Peterson abstained, as he did not attend the February 23, 2016 meeting.

REPORT ON CITY COUNCIL ACTIONS

City Planner Kathleen Castle stated that the Elevage development was considered by the Council at its March 7, 2016 meeting. The Council agreed with the Planning Commission on approval but added one condition to the Planned Unit Development (PUD) for additional landscaping to buffer the properties to the north.

The accessory structure ordinance will be considered by the Council at the April 4, 2016 meeting.

NEW BUSINESS

SITE AND BUILDING PLAN REVIEW

FILE NO.: 2607-16-06
APPLICANT: FOURTEEN FOODS - DAIRY QUEEN
LOCATION: 4615 HODGSON ROAD

Presentation by Economic Development and Planning Associate Niki Hill

The application is a proposal to update the existing Dairy Queen building, including a new exterior facade. The property is zoned Planned Unit Development (PUD) with underlying zoning of C2, General Business allowing the restaurant as a permitted use.

Updated improvements include removing the red shake roof and straightening the parapet. The roof top units will be better screened. The straightened walls will be of a maintenance free material. A black band will stretch across the front portion of the building. The existing brick will be painted, and the existing vinyl siding will be replaced with EIFS in the same color as the brick. Colors will be earth tones with a dark brown on the bottom as a wainscot. The main body of the building will be a lighter beige color. The exterior improvements are consistent with the standards outlined in Section 206.050 (B) of the Code.

Existing wall signs will be replaced with two new signs that are smaller in total area. Landscaping will be the same but will be freshened. A fence will be added around the patio area. The proposal also includes updating the lighting with LED lights inside and outside the facility, including the parking lot lights to match the updated lighting on the Kowalski's site.

Staff finds that the commercial use of the property is consistent with the 2008 Comprehensive Plan, which guides the property for PUD use. The Comprehensive Plan encourages redevelopment of improvements to highway frontage properties. The site is part of Policy Development Area (PDA) #10. The proposed improvements are consistent with PDA #10 guidelines and will not impact adjacent properties or conflict with the planned uses in the area.

Property owners within 350 feet were notified of the proposal. One response was received in support of the improvements. Staff recommends that the Planning Commission recommend approval to the City Council.

Commissioner Ferrington asked if there has been a response from Kowalski's, as this property is part of their PUD. Ms. Hill answered that there has been no comment.

Commissioner Peterson asked if there would be a third container in the trash enclosure for food waste, as was done with the Raisin' Cane proposal, or if that is only done for new construction. Ms. Castle stated that there was a change in state law to provide an organic waste container. Staff will check to find out if that provision is retroactive. If it is required, it will be included with the City Council review.

Mr. Paul Schmidt, Vice President for Fourteen Foods/Owner of Dairy Queen, stated that this has been a good location for many years, and they are looking forward to making these improvements in conjunction with the Kowalski Market development. If an organic waste container is required, that would not be a problem, although he is not familiar with specific requirements for such containers.

Commissioners stated their support for the proposal and agreed that the reinvestment for these improvements will be good for the community.

Commissioner Wolfe agreed and stated that he supports the project, although he questioned painting the brick and how that would hold up in weather.

MOTION: by Commissioner Solomonson, seconded by Commissioner Ferrington to recommend the City Council approve the Site and Building Plan review application submitted by Fourteen Foods on behalf of Fraunshuh Hospitality Group, 4615 Hodgson Road. Said approval is subject to the following:

1. The property shall be developed in accordance with the plans submitted.
2. Final lighting plan shall be approved by staff prior to the replacement of the existing.
3. A landscaping plan shall be submitted showing proposed changes/enhancements.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated C2 – General Business land use in the Comprehensive Plan.
2. The proposed development complies with the standards of the City’s Development Code.
3. The proposed improvements will not conflict with or impede the planned use of adjoining property.

VOTE: Ayes - 5 Nays - 0

VARIANCE/RESIDENTIAL DESIGN REVIEW

FILE NO: **2608-16-07**
APPLICANT: **Karin Hamerston**
LOCATION: **771 Larson Lane**

Presentation by Senior Planner Rob Warwick

The property is a riparian lot on the south shore of Turtle Lake. The lot is substandard with a width of 75 feet; the standard is 100 feet. Lot area is 12,519 square feet; the standard is 15,000 square feet. The lot slopes to the lake with a drop of approximately 25 feet from the street to the lakeshore with several retaining walls. The house was originally a seasonal cabin that was constructed in 1928. A number of additions have been made.

The proposal is to enlarge the existing home and detached garage. The existing house is 1.5 stories with a foundation area of 1,500 square feet. The existing garage is 621 square feet. There is also a boathouse that is 207 square feet. The house would be expanded on the second floor by raising the roof with side walls to increase head room and provide a living space. The height of the house would increase by 5 feet to 31 feet, which will comply with the maximum height of 35 feet. The floor area of the house is uneven with steps up and down across the home. The planned remodeling will address that problem and make the floor even.

The proposal also includes two foundation area expansions: 1) a front porch that would be 5.5 feet by 26 feet to extend the width of the house; and 2) an addition to the rear of the detached garage of 11.3 feet by 11.3 feet. A variance is needed to increase the foundation area by 273 square feet, which is the total for the porch and garage addition. The existing foundation of 2,328 square feet or 18% of lot area, is allowed by Code. To further increase the foundation area to 2,601 square feet (20.8% of lot area) requires a variance. The applicant has identified impervious surfaces on the property that can be removed to comply with the requirement that the existing lot area of 30% not be increased.

The applicant states that practical difficulty is her recent inheritance of the property. The garage addition will allow storage of vehicles and yard equipment. The porch will create a single finished floor level on the main living area of the house. The additions will modernize the home, improve accessibility and provide life-cycle housing on one level.

Staff finds that the improvements are consistent with the Housing and Land Use Chapters of the City's Comprehensive Plan. Practical difficulty is present to grant the variance. The unique circumstances are the age of the house and the fragmented, varying floor levels. The planned improvements will also improve the aesthetic appeal of the house.

The applicant has chosen infiltration and architectural mass as the two mitigation practices that will be used. Mitigation is required to reduce the impact of the development on lake quality. An infiltration area will be created at the southeast corner of the property, between the house and the street. This is appropriate because of the sandy soils on the site. Runoff to the lake will be reduced. Architectural mass will reduce the visual impact when viewed from the lake. Natural colors of brown, green and gray will be used on the house.

Notices were sent to property owners within 150 feet of the applicant's property. No comments have been received. Rice Creek Watershed District will not require a permit. The Department of Natural Resources (DNR) recommends infiltration as appropriate for the site. Both agencies noted the steep slope and need for erosion control and revegetation of disturbed areas.

Staff recommends approval of both the variance and residential design review, subject to the conditions listed in the motion sheet.

Commissioner Solomonson asked the reason for the reduction of the width of the porch from 6 feet to 5.5 feet. Mr. Warwick explained that the reduction complies with the 25-foot front setback for the house. Commissioner Solomonson asked if runoff from the porch would drain to the street. Mr. Warwick stated that the porch will slope toward the street. The runoff water from

the front will be directed to the southeast corner infiltration area. Commissioner Solomonson noted that the garage is closer to the street at 22 feet. He does not see any problem with a 6-foot porch, but acknowledged it would require another variance from the street setback.

Commissioner Ferrington noted that a statement from Jennifer Sorenson, East Metro Area Hydrologists, requires the OHW for this lot be established in order to determine whether the water structure is in the water impact zone. Mr. Warwick responded that the water oriented structure is a legal nonconforming structure. A copy of the recent survey of the property has been sent to Ms. Sorenson.

Commissioner Peterson asked if the infiltration area is shown on the plan. Mr. Warwick explained that while not yet shown on the plan, it was staff's recommendation that mitigation include an infiltration plan for approval. Commissioner Peterson asked why the porch is necessary to raise the level of the main floor.

Acting Chair McCool asked what impervious surface area is being removed in order for lot coverage to comply with 30%. Mr. Warwick stated that there are several sidewalks on the property that the applicant has identified to be eliminated. There is also a large patio on the back of the house that could be reduced.

Ms. Karin Hamerston, Applicant, explained that the difficulty with the uneven floor is accessibility and movement in the house. It will be leveled in the construction process.

Commissioner Ferrington suggested looking at other areas on the property for a possible rain garden because of the steep slope. Ms. Hamerston stated that she is open to looking at other possible locations for rain gardens.

MOTION: by Commissioner Solomonson, seconded by Commissioner Peterson to adopt Resolution No. 16-24, approving the variance request to increase the allowed foundation area from 2,252 sq. ft. to 2,601 sq. ft. and the residential design review application submitted by Karin Hamerston for the property located at 771 Larson Lane. This approval is subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Variance application.
2. This approval will expire after one year if a building permit has not been issued and construction commenced.
3. The front porch shall be located a minimum of 25 feet from the front property line.
4. The garage addition shall result in a garage floor area less than 750 sq. ft.
5. Impervious surface lot coverage shall not exceed the existing area, which is 3,759 sq. ft. (30% of lot area). Prior to issuance of any permits, the applicant shall submit a removal plan showing existing impervious areas that will be removed. The plan is subject to review and approval by the City Planner.
6. A Mitigation Affidavit shall be executed prior to the issuance of a building permit for the addition. The mitigation practices shall include infiltration and architectural mass.

7. Material storage and construction vehicle parking shall be limited to the subject property. No construction parking or storage is permitted within the public right-of-way or on nearby private property without the written consent of the affected property owner.
8. Erosion control will be installed in accordance with City Code requirements prior to any site disturbance. Vegetation shall be restored in accordance with City Code standards.
9. This approval is subject to a 5-day appeal period.
10. The applicant shall install an infiltration rain garden on the southeast portion of the lot between the house and the street and employ architectural mass.

This approval is based on the following findings:

1. The proposed improvements are consistent with the Housing and Land Use Chapters of the Comprehensive Plan.
2. The proposed additions to the detached single-family residence and the detached accessory structure represent a reasonable use of the property which is located in the R-1 Detached Residential District and Shoreland Overlay District.
3. Unique circumstances stem from the age of the existing house, constructed in 1928 as a seasonal cabin, which has had several subsequent additions. The resulting residence has an inefficient design and lacks a uniform finished floor level. The improvements will provide an accessible dwelling for the applicant as she ages.
4. The improvements will enhance the exterior, blending in with nearby newer residences while the style and size will not stand out among the older residences in the area, so the variance should not affect the essential character of the neighborhood.

VOTE: **AYES - 5** **NAYS - 0**

RESOLUTION FINDING TAX INCREMENT FINANCING PLAN FOR PROPOSED DISTRICT NO. 10 CONFORMS WITH THE CITY'S COMPREHENSIVE PLAN (ELEVAGE DEVELOPMENT GROUP PROJECT)*

FILE NO.: (None listed on agenda)
APPLICANT: **ELEVAGE DEVELOPMENT GROUP, LLC/ELEVAGE SHOREVIEW HOLDINGS, LLC**
LOCATION: **3500 RUSTIC PLACE, 185 COUNTY ROAD E, 157 COUNTY ROAD E, AND 3521 RICE STREET**

Presentation by City Planner Kathleen Castle

Elevage Development Group (Elevage) has submitted a Tax Increment Financing (TIF) Plan application for financing assistance to redevelop the properties listed above. Redevelopment shall include a mixed use building with 134 market rate apartments and 6,800 square feet of commercial space on the main floor. Fourteen rental townhome units will be developed in two buildings.

Since submitting redevelopment proposal, Elevage has purchased a fifth property to the north at 3527 Rice Street. That property is included in the TIF plan. Minnesota Statutes require that the Planning Commission review the TIF Plan and determine that it is in compliance with the City's Comprehensive Plan.

Development applications were approved by the City Council on March 7, 2016. At that time findings for approval included that the proposed development is consistent with the City's land use and housing policies, including housing maintenance, neighborhood reinvestment, life-cycle and affordable housing, residential infill and redevelopment. The City's Highway Corridors Transition Study identified this property as a redevelopment opportunity for possible mixed use zoning. The proposal is consistent with the City's Housing Action Plan.

Staff recommends the Planning Commission review the TIF Plan and find it consistent with the City's Comprehensive Plan. The TIF Plan will then be forwarded to the City Council for a formal public hearing at its April 18, 2016 meeting.

Commissioner Ferrington asked for clarification on the use of tax increment financing. Ms. Castle explained that TIF is an economic development tool authorized for use by municipalities by Minnesota law. The tax capacity of the redevelopment project is determined and then a determination is made on the future tax capacity once the property is redeveloped. The difference between the two is the tax capacity generated by the redevelopment project. That amount can be applied to certain costs of the project, such as parking lot, storm water management, public improvements associated with roads and trails. Shoreview's policy is for TIF to be paid on a pay-as-you-go basis. The City does not reimburse tax money from the project up front but as taxes are collected. Ms. Hill added that a "but for" condition must exist for TIF assistance. This means that there must be a gap in financing and the project would not happen without the City's assistance.

Commissioner Solomonson asked if the fifth property is now somehow incorporated into the plan. Ms. Castle stated that the fifth property is included in the TIF Plan so that if it is incorporated in the future, infrastructure improvements on that property would be eligible for TIF assistance.

Acting Chair McCool stated that he has concerns about the TIF Plan because it is a 25-year development district and a \$7 million increment contribution. He recalls the applicant saying that the project needs to be as big as it is in order for the developer to make money. The neighborhood was strongly against the size of the plan, and now the developer is saying the project can only be this big with City assistance. He would like to see the City contribution be smaller. Ms. Hill stated that the request is not for \$7 million; it is for \$2.95 million. The Economic Development Authority (EDA) set a 25-year term, but it is anticipated that the District will expire before that time.

MOTION: by Commissioner Ferrington, seconded by Commissioner Peterson to adopt Resolution No. 16-18, finding that the modification to Development District No. 2 and Tax Increment Financing Plan for the proposed creation of Tax Increment Financing District No. 10 (a Redevelopment District) for the mixed-use

redevelopment project by the Elevage Development Group, conforms to the general development and redevelopment plans of the City, as described in the Comprehensive Plan and other related policies.

VOTE: Ayes - 5 Nays - 0

MISCELLANEOUS

City Council Meetings

Commissioners Peterson and Solomonson will respectively attend the April 4, 2016 and April 18, 2016 City Council meetings.

Bee Keeping Ordinance

Presentation by City Planner Kathleen Castle

Staff was asked to develop an ordinance to allow beekeeping in the City. The Development Code regarding R1, Detached Residential Districts, defines bees as non-domestic animals. Beekeeping is permitted on properties of two or more acres and may be permitted under a Conditional Use Permit, if it is determined to be in the best interest of the public's health, safety and welfare. A table of key provisions of ordinances from other cities was in Commissioners' packets for review.

Ordinance requirements found in other cities include a licensing or permit process. Staff would like to keep any licensing regulation as low key and neighbor friendly as possible so as not to discourage beekeeping. Zoning in other municipalities restricts beekeeping to single-family residential districts. If allowed in multi-family residential districts, it can only be in duplexes or triplexes where the owner resides on the property. The majority of ordinances adopt colony density guidelines of the Minnesota Hobby Beekeepers Association. The maximum number of hives is related to lot size.

Many ordinances require a fly-way barrier, which points bees flying out of the hive up and over the barrier rather than flying straight. Other municipal ordinance requirements require location of hives in rear or side yards, setbacks, fly-way barriers, courtesy notification and consent of neighbors. Additionally, ordinances can address proper education/training, sale of honey (as a home occupation), water source, inspections and enforcement.

Websites for more information are:

MN Hobby Beekeepers Association
www.mnbeekeepers.com

University of MN Extension Office
www.belab.umn.edu/bee-squad/resources-beekeepers

Commissioner Ferrington raised the issue of pesticides and establishing safe areas where bees can be kept without being poisoned. She asked if certification would be necessary for licensing and suggested review of a possible ordinance by the University of Minnesota Extension.

Commissioner Wolfe stated that his brother is a professional beekeeper who would say 1/4 acre is adequate for beekeeping. About 60% of his hives die each year due to pesticides. He noted that his neighbor is allergic to bees, and those situations have to be taken into consideration.

Commissioner Solomonson stated that he would want to know more about reasons for swarming and when it occurs. He supports giving notice to neighbors and establishing setbacks from homes. He would like to know whether a fly-way barrier is needed if there is a certain setback. Commissioner Peterson stated there should be a generous policy to encourage beekeeping. He does not see bees as comparable to other undomesticated animals. He would agree to notification but not requiring a written consent from a neighbor. He suggested the Environmental Quality Committee review this issue.

Acting Chair McCool stated that he has three main concerns: 1) safety--what is swarming--how do fly-way barriers work; 2) setbacks on smaller lots will have to locate hives well away from lot lines; and 3) aesthetics--a lot of time is spent on what neighbors see and screening. Bee hives are not attractive and will need screening. If a hive dies, then the structure must be removed. How staff plans to enforce regulations needs to be determined. A certain setback should be required but if close to the neighbor, consent should be given. He suggested someone coming in from the Extension office to meet with the Commission.

Staff will use this feedback to draft a beekeeping ordinance.

ADJOURNMENT

MOTION: by Commissioner Solomonson, seconded by Commissioner Peterson to adjourn the meeting at 8:54 p.m.

VOTE: Ayes - 5 Nays - 0

ATTEST:

Kathleen Castle
City Planner

Memorandum

To: Mayor and City Council Members
Cc: City Manager
From: Tom Simonson
Assistant City Manager and Community Development Director
Date: April 14, 2016
Re: Monthly Report
- Administration Department
- Community Development Department

ADMINISTRATION DEPARTMENT

Citizens' Leadership Academy

The Citizen's Leadership Academy (CLA) kicked off on Wednesday, March 30th with 19 residents participating in this inaugural program sponsored by the City. We are halfway through the 6 week long session with presentations from the City's Administration and Finance Departments kicking off the sessions, followed by both the Ramsey County Sheriff and Lake Johanna Fire Departments. We have had very positive feedback from participants, and the sessions have been interactive, engaging, and informative. The 2nd half of the CLA will include presentations from Parks and Recreation, Public Works and will conclude with a development tour of the City hosted by the Community Development Department.



The Council is invited to participate in a graduation ceremony beginning at 6:00 p.m. in the Community Room prior to the participants being recognized at the City Council meeting on Monday, May 16th.



Summer Photo Contest

This year's theme for the contest will focus on outdoor sports for both youth and adults, thereby increasing our content in this genre and further engaging residents in an activity that promotes health, wellness, and community. The contest deadline for submissions is Monday, July 18th. More information including rules and entry form can be found on our website.

Elections

Staff has sent out letters to election judges that have previously worked for the City during either the primary or general election to determine their interest in serving again. Ramsey County is holding election training on May 11th. This training will include hands- on training on the use of the new voting system.

CenturyLink Cable Franchise

Staff has begun negotiations with CenturyLink for a new cable television franchise. The City is once again working with Robert Vose from Kennedy & Graven law firm to assist with the legal issues in this process. Staff anticipates having a representative from CenturyLink as well as our consulting attorney attend a workshop meeting in the next few months to update the Council.

Deputy City Clerk

Amy Truhlar was hired to fill the position of Deputy Clerk when Terri Hoffard retires at the end of June after serving in the position for over 26 years. Amy comes from the city of Lake St. Croix Beach where she was the Deputy Clerk/Treasurer. Amy has been working directly with Terri to learn the multitude of processes and procedures of the position and will be able to benefit from Terri's great knowledge and experience with elections prior to her retirement.

COMMUNITY DEVELOPMENT DEPARTMENT

Business Exchange

The City-hosted business networking social event, the Shoreview Business Exchange, is scheduled for Wednesday, April 27th at the North Metro Meeting & Event Center. The EDC had suggested moving the twice-a-year event from the months of May and December to April and October to avoid scheduling conflicts and improve attendance from our businesses. Additionally, the Economic Development Authority recently suggested having the Mayor provide a brief update on City issues, projects, developments. Staff is sending out notices to our business community and promoting the event online and through social media. Attached is a copy of the event flyer.

Business Workshop

The first joint business seminar sponsored by area cities (including Shoreview) was held last month in Vadnais Heights, with attendance at full capacity and very well received by participants. This first

session was on the topic of content marketing for businesses. City staff is working with our partner cities and agencies in planning for the next joint-sponsored business event to be held on May 12th at Flaherty Bowl in Arden Hill. The session will cover the topic of cyber security for businesses, with experts in the industry speaking.

Economic Development Annual Report

The Economic Development Authority has formally accepted and released their annual report, which is provided with your agenda packet. This year, the report incorporates the work of the Economic Development Commission into a broader summary of the City's economic development program. The annual report will be distributed to appropriate advisory commissions, and included on the City's website for the general public.

Planning Activities

- The Planning staff submitted an Environmental System Open Category grant application to the Minnesota Pollution Control Agency for the revision of the Comprehensive Plan. The City is seeking funding to better integrate our local infrastructure with other plan elements while addressing resiliency and climate change.
- The Planning staff also attended a Minnesota Department of Natural Resources training session with staff from the Public Works Department regarding floodplain and shoreland management.
- A joint workshop with the Planning Commission and Environmental Quality Committee will be held on April 19th at 6:00 p.m. in the Council Chambers to learn about backyard beekeeping. Gary Reuter, an Apiculture Technician with the University of Minnesota Beelab will be addressing the group. Members of the City Council are invited to attend. For those who are not able to attend, the workshop will be taped and made available on-line. The City has received several inquiries from residents interested in raising bees.
- The City has not received any formal applications for the April 26th meeting of the Planning Commission. The Planning Commission will meet in a workshop session to review several text amendments pertaining to parking, building height and beekeeping.

Housing and Code Enforcement

Rental Licensing –

- The following table compares the number of issued General Dwelling Unit (GDU) licenses over the past few years:

Rental Licenses (GDUs)			
Year	2014	2015	2016 (to date)
Issued	554	606	575

- Inspections for the GDU units started in late February and are geographically scheduled by neighborhood throughout the City. Three-hundred-four (304) GDU units are scheduled for inspection in 2016. Eighty-one (81) properties have been inspected out of the 304 properties required to be inspected this year.
- Inspections for Zone 4 are scheduled the week of April 18th.

Code Enforcement –

- There have been 8 new Code Enforcement cases in the past month. The following table summarizes the Code Enforcement activity:

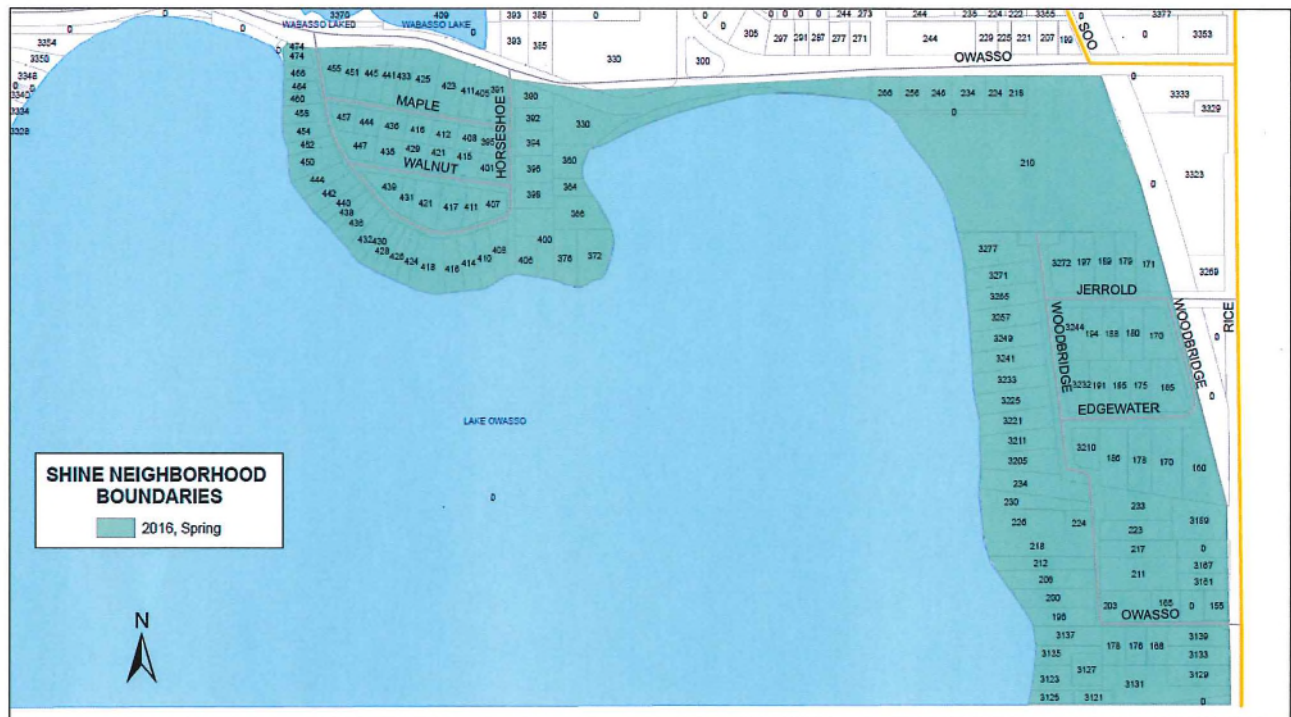
Code Enforcement Cases			
	Total No. of Cases	Open Citations	Hoarding Cases
2016	27	1	2
2015	185	3	2

**Ongoing Hoarding Cases – 6*

- The City has executed Abatement, Assessment and Compliance Agreements with 6 property owners in the City to address hoarding conditions. These agreements permit the City and Fire Department to conduct follow-up inspections to insure the homes and property are being maintained in accordance with the code standards. These follow-up inspections are being scheduled and conducted by the Housing and Code Enforcement Officer and Fire Marshal. Inspections have been completed with two property owners and one home was found to be in compliance while the other home requires some minor corrections.
- Hoarding and other unsanitary conditions were recently discovered during a medical call at a home on Mackubin Street. The home was posted “uninhabitable” per the City’s Housing Code requirements and the Ramsey County Public Health Department also posted the property after determining that a public health nuisance existed based on the conditions. The homeowner entered into an agreement with the City, which allows the City to contribute to the clean-up costs, encourages the homeowner to get mental health counseling, and the owner agrees to allow for future inspections of the property.
- City, Lake Johanna Fire and Ramsey County Housecalls Program staff recently re-inspected a home on Nancy Place. This homeowner previously signed an Abatement and Assessment Agreement with the City in 2014. During the inspection conditions were discovered that required correction and the homeowner is now taking further action with assistance from Ramsey County to again bring the property into compliance.
- Department staff is preparing for the Spring SHINE inspection program, and has selected the neighborhoods on the north and east side of Lake Owasso (refer to map on the next page).

Property owners will be notified in late April and will be given information on the City's property and housing maintenance requirements and the upcoming Clean-Up Day.

SPRING 2016 SHINE NEIGHBORHOOD



Other News and Information

- Kowalski's is in the process of submitting their construction plans for the major renovations of the former Rainbow Foods building and expect to begin work in a couple of weeks once a building permit is issued by the City. They have already begun interior demolition work in preparation for the construction project. Kowalski's expects to open their new grocery store and operations in mid-November of this year.
- Attached is the monthly report on building permit activity from the Building Official.
- Attached are the monthly services reports from the Housing Resource Center.

Shoreview Business Exchange

Network with Shoreview businesses and City representatives

Wednesday
April 27, 2016
5-7 p.m.



City update from
Mayor
Sandy Martin
5:30 P.M.

North Metro Event Center
1000 Gramsie Road

(Hampton Inn at I-694 and Lexington Ave.)

Appetizers and Beverages will be provided.
Cash Bar also available.



For more information, call 651-490-4658 or visit www.shoreviewmn.gov/businessexchange

CITY OF SHOREVIEW

BUILDING INSPECTOR MONTHLY REPORT

COMPARISON OF YEAR 2016 WITH 2015

	MARCH		2016		TO DATE		2016		MARCH		2015		TO DATE		2015	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	1	\$342,000	3	\$897,000	1	\$310,000	2	\$614,000								
TOWNHOMES			0	\$0			0	\$0								
ADDITIONS			2	\$290,000	3	\$304,000	3	\$304,000								
GARAGES	1	\$32,000	2	\$60,000	1	\$9,000	1	\$9,000								
MISCELLANEOUS	123	\$859,522	176	\$1,435,866	57	\$344,850	121	\$914,875								
APARTMENTS	1	\$5,300,000	1	\$5,300,000			0	\$0								
OFFICES			0	\$0			0	\$0								
RETAIL			0	\$0	1	\$1,500,000	1	\$1,500,000								
INDUSTRIAL/WAREHOUSE			0	\$0			0	\$0								
PUBLIC BUILDINGS			1	\$10,300,000			0	\$0								
COMMERCIAL ADDITIONS			0	\$0			0	\$0								
COMMERCIAL ALTER	6	\$403,360	13	\$620,757	2	\$25,400	8	\$64,400								
TOTAL	132	\$6,936,882	198	\$18,903,623	65	\$2,493,250	136	\$3,406,275								

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

HousingResource Center - NorthMetro

City of Shoreview Monthly Status Report

July 1, 2001 - March 31, 2016

	Jan-Dec '01-'12	Jan-Dec '13	Jan-Dec '14	Jan-Dec '15	Jan '16	Feb '16	Mar '16	Apr '16	May '16	Jun '16	Jul '16	Aug '16	Sep '16	Oct '16	Nov '16	Dec '16	Yr-to-Date	TOTAL
Number of Calls	2507	152	181	166	4	13	21	0	0	0	0	0	0	0	0	0	38	3,044
MHFA Fix Up Fund/Rehab																		
Loan Applications Rec'd	45	2	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	52
Loans Closed	26	1	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	31
Shoreview Home Improvement Loan																		
Loan Applications Rec'd	13	8	1	4	0	0	1	0	0	0	0	0	0	0	0	0	1	27
Loans Closed	11	5	0	3	0	0	1	0	0	0	0	0	0	0	0	0	1	20
Ramsey County Deferred Loan																		
Loan Applications Rec'd	21	4	3	5	0	0	0	0	0	0	0	0	0	0	0	0	0	33
Loans Closed	14	3	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	22
Construction Consultation Report																		
Consultation Phone or Walk-in	770	117	114	67	5	10	11	0	0	0	0	0	0	0	0	0	26	1,094
Site Visits	547	91	80	67	4	4	13	0	0	0	0	0	0	0	0	0	21	806
Scopes & Inspections	113	4	0	1	0	1	1	0	0	0	0	0	0	0	0	0	2	120
Total SERVICES Provided	4,067	387	387	319	13	28	48	0	0	0	0	0	0	0	0	0	89	5,249

NOTE: These numbers reflect the number of CLIENTS serviced. In many instances a client will receive more than one service.

Shoreview Home Improvement Loan started 2010

TO: Terry Schwerm, City Manager

FROM: Fred Espe, Finance Director

DATE: April 14, 2016

RE: Monthly Finance Report

UTILITY FUNDS OPERATING SUMMARY

During 2015 Shoreview utility funds continued to make progress toward reversing the trend of utility losses and maintaining operating coverage. The narrative provided below and the table on the next page provides a summary of significant changes for each fund.

All Utility Funds

- Interest earnings decreased significantly due to accounting rules that require the City to adjust investments to market value at year-end

Water Fund

- The Water Fund experienced a net operating gain of \$510,774 before non-operating activity, and an overall net loss of \$50,327 before contributions of \$111,550
- Gallons of water sold decreased .9%
- Total Water Fund operating expense was 5.1% below budget
- Months of operating coverage at year end was 13.6 in comparison to the target of 8 months

Sewer Fund

- The Sewer Fund experienced a net operating gain of \$413,772 before non-operating activity, and an overall net gain of \$195,614 before contributions of \$192,000
- Customer billings for sewer increased 2.7%, which is slightly lower than the 3% rate increase. Total residential base winter gallons decreased 3.2%.
- Sewer Fund operating expense was 3.2% below budget
- Months of operating coverage at year end was 8.3 in comparison to the target of 6 to 8 months

Surface Water Management Fund

- Surface Water experienced a net operating gain of \$461,870 before non-operating activity, and an overall net gain of \$307,318 before contributions of \$443,742
- Surface water billings to customers rose 10.3% as a result of a 10% increase in surface water rates
- Total Surface Water Fund operating expense is 9.5% below budget
- Months of operating coverage at year end was 7.9 in comparison to the target of 6 months

Street Lighting Fund

- Street Lighting experienced a net operating gain of \$215,496 before non-operating activity, and an overall net gain of \$196,363, which was necessary to cover \$271,418 in capital costs
- Street light billings rose 5.3% as a result of a 4% increase in street light rates
- Street Lighting Fund operating expense was 9.5% below budget
- Months of operating coverage at year end was 7.2 in comparison to the target of 6 months

More information about utility funds will be provided during the update of the biennial budget (during 2016).

Utility Funds					
Operating Summary					
	Water	Sewer	Surface Water	Street Lights	2015 Total
Operating revenues					
Customer billings	\$2,546,666	\$3,940,153	\$1,462,729	\$520,938	\$8,470,486
Water meter sales	7,042	-	-	-	7,042
Other	35,552	5,131	11,756	246	52,685
Total operating revenues	2,589,260	3,945,284	1,474,485	521,184	8,530,213
Operating expenses					
Sewage treatment (MCES)	-	1,701,020	-	-	1,701,020
Administrative charges	190,740	349,340	91,790	35,010	666,880
Personal services	660,203	570,434	283,229	13,225	1,527,091
Materials and supplies	56,130	45,408	7,845	791	110,174
Water meters	50,775	-	-	-	50,775
Contractual services	340,974	495,245	367,185	37,234	1,240,638
Utilities	126,682	7,768	-	157,729	292,179
Insurance	5,430	22,455	1,982	218	30,085
Depreciation	647,552	339,842	260,584	61,481	1,309,459
Total operating expenses	2,078,486	3,531,512	1,012,615	305,688	6,928,301
Operating income (loss)	510,774	413,772	461,870	215,496	\$1,601,912
Nonoperating activity					
Interest earnings	48,877	35,796	10,352	3,300	98,325
Loss on disposal of capital asset	-	-	-	(33)	(33)
State of Minnesota operating grant	36,000	-	75,000	-	111,000
Build American Bonds-fed credit	973	775	282	-	2,030
Interest and paying agent fees	(301,702)	(73,480)	(88,186)	-	(463,368)
Transfer to General Fund	(302,000)	(138,000)	(121,000)	(20,000)	(581,000)
Transfer to Capital Acquisition Fund	(249)	(249)	-	-	(498)
Transfer to Central Garage Fund	(43,000)	(43,000)	(31,000)	(2,400)	(119,400)
Total nonoperating activity	(561,101)	(218,158)	(154,552)	(19,133)	(952,944)
Net income or (loss) before contributed assets	\$ (50,327)	\$ 195,614	\$ 307,318	\$196,363	\$648,968
Contributed capital assets	111,550	192,000	443,742	38,735	786,027
Change in net position	\$ 61,223	\$ 387,614	\$ 751,060	\$235,098	\$1,434,995

ANNUAL AUDIT

The City's auditors completed final audit fieldwork on April 15th. City staff is in the process of preparing the Comprehensive Annual Financial Report. Once the financial report is completed the report will be submitted to the auditors for review. As in past years staff expects to present the Financial Report to Council for acceptance at the June 6th Council meeting.

MONTHLY REPORT

Attached is the monthly report for March of 2016.

General Fund
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	7,321,858		7,321,858		
Licenses & Permits	354,000	163,677	190,323	46.24	21.60
Intergovernmental	480,622	126,851	353,771	26.39	26.44
Charges for Services	1,224,520	151,654	1,072,866	12.38	6.32
Fines & Forfeits	42,500	6,576	35,924	15.47	13.41
Interest Earnings	50,000		50,000		
Miscellaneous	25,450	5,802	19,648	22.80	18.13
TOTAL REVENUES	9,498,950	454,560	9,044,390	4.79	3.09
EXPENDITURES					
General Government					
Administration	575,203	113,080	462,123	19.66	20.57
Communications	235,448	28,932	206,516	12.29	12.38
Council & commiss	156,597	72,435	84,162	46.26	48.76
Elections	39,574	16	39,558	.04	
Finance/accounting	571,295	123,696	447,599	21.65	19.66
Human Resources	295,128	52,682	242,446	17.85	17.88
Information systems	348,684	118,546	230,138	34.00	31.92
Legal	132,000	16,387	115,613	12.41	7.23
Total General Government	2,353,929	525,774	1,828,155	22.34	22.10
Public Safety					
Fire	1,474,420	633,177	841,243	42.94	41.95
Police	2,096,500	555,575	1,540,925	26.50	17.87
Total Public Safety	3,570,920	1,188,752	2,382,168	33.29	27.41
Public Works					
Forestry/nursery	122,311	31,394	90,917	25.67	4.80
Pub Works Adm/Engin	434,492	80,198	354,294	18.46	19.97
Streets	871,799	108,315	763,484	12.42	14.50
Trail mgmt	131,148	14,402	116,746	10.98	6.95
Total Public Works	1,559,750	234,309	1,325,441	15.02	14.67
Parks and Recreation					
Municipal buildings	117,633	5,611	112,022	4.77	4.24
Park Maintenance	1,276,575	186,196	1,090,379	14.59	13.57
Park/Recreation Adm	387,297	75,919	311,378	19.60	21.48
Total Parks and Recreation	1,781,505	267,726	1,513,779	15.03	14.53
Community Develop					
Building Inspection	161,368	35,965	125,403	22.29	16.42
Planning/zoning adm	484,478	100,196	384,282	20.68	20.66
Total Community Develop	645,846	136,161	509,685	21.08	19.50

General Fund
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	9,911,950	2,352,722	7,559,228	23.74	21.23
OTHER					
Transfers In	811,000	50,000	761,000	6.17	5.58
Transfers Out	-398,000	-63,500	-334,500	15.95	16.27
TOTAL OTHER	413,000	-13,500	426,500	-3.27	-5.34
Net change in fund equity		-1,911,662	1,911,662		
Fund equity, beginning		4,627,122			
Fund equity, ending		2,715,460			
Less invested in capital assets					
Net available fund equity		2,715,460			

Recycling
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	75,469		75,469		
Charges for Services	536,500		536,500		
TOTAL REVENUES	611,969		611,969		
EXPENDITURES					
Public Works					
Recycling	566,151	68,487	497,664	12.10	11.73
Total Public Works	566,151	68,487	497,664	12.10	11.73
TOTAL EXPENDITURES	566,151	68,487	497,664	12.10	11.73
Net change in fund equity	45,818	-68,487	114,305		
Fund equity, beginning		352,762			
Fund equity, ending		284,275			
Less invested in capital assets					
Net available fund equity		284,275			

STD Self Insurance
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	7,500	2,016	5,484	26.88	25.81
Interest Earnings	500		500		
TOTAL REVENUES	8,000	2,016	5,984	25.20	24.20
EXPENDITURES					
Miscellaneous					
Short-term Disab	9,000	1,461	7,539	16.23	62.35
Total Miscellaneous	9,000	1,461	7,539	16.23	62.35
TOTAL EXPENDITURES	9,000	1,461	7,539	16.23	62.35
Net change in fund equity	-1,000	555	-1,555		
Fund equity, beginning		40,020			
Fund equity, ending		40,575			
Less invested in capital assets					
Net available fund equity		40,575			

Community Center
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,468,215	709,758	1,758,457	28.76	28.55
Interest Earnings	5,000		5,000		
Miscellaneous	12,500		12,500		
TOTAL REVENUES	2,485,715	709,758	1,775,957	28.55	28.35
EXPENDITURES					
Parks and Recreation					
Community center	2,733,905	561,405	2,172,500	20.53	20.56
Total Parks and Recreation	2,733,905	561,405	2,172,500	20.53	20.56
TOTAL EXPENDITURES	2,733,905	561,405	2,172,500	20.53	20.56
OTHER					
Transfers In	384,000	96,000	288,000	25.00	25.00
TOTAL OTHER	384,000	96,000	288,000	25.00	25.00
Net change in fund equity	135,810	244,352	-108,542		
Fund equity, beginning		1,306,938			
Fund equity, ending		1,551,290			
Less invested in capital assets					
Net available fund equity		1,551,290			

Recreation Programs
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,500,041	295,643	1,204,398	19.71	19.83
Interest Earnings	2,000		2,000		
TOTAL REVENUES	1,502,041	295,643	1,206,398	19.68	19.81
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	103,345	7,038	96,307	6.81	6.51
Aquatics	143,054	25,636	117,418	17.92	16.67
Community programs	99,626	26,548	73,078	26.65	24.56
Drop-in Child Care	69,740	13,625	56,115	19.54	19.29
Fitness Programs	179,218	36,882	142,336	20.58	22.63
Park/Recreation Adm	473,302	94,058	379,244	19.87	18.82
Preschool Programs	101,618	27,447	74,171	27.01	28.26
Summer Discovery	274,570	5,419	269,151	1.97	2.24
Youth/Teen	37,408	10,622	26,786	28.39	24.30
Total Parks and Recreation	1,481,881	247,274	1,234,607	16.69	16.92
TOTAL EXPENDITURES	1,481,881	247,274	1,234,607	16.69	16.92
OTHER					
Transfers In	84,000		84,000		
Transfers Out	-130,000	-32,500	-97,500	25.00	25.00
TOTAL OTHER	-46,000	-32,500	-13,500	70.65	62.50
Net change in fund equity	-25,840	15,869	-41,709		
Fund equity, beginning		996,137			
Fund equity, ending		1,012,006			
Less invested in capital assets					
Net available fund equity		1,012,006			

Cable Television
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	435,000	7,500	427,500	1.72	23.23
Interest Earnings	1,700		1,700		
Miscellaneous	1,200	300	900	25.00	25.00
TOTAL REVENUES	437,900	7,800	430,100	1.78	23.12
EXPENDITURES					
General Government					
Cable television	120,183	9,951	110,232	8.28	5.26
Total General Government	120,183	9,951	110,232	8.28	5.26
Capital Outlay					
Cable television	100,000	4,432	95,568	4.43	136.08
Total Capital Outlay	100,000	4,432	95,568	4.43	136.08
TOTAL EXPENDITURES	220,183	14,382	205,801	6.53	22.21
OTHER					
Transfers Out	-200,000	-50,000	-150,000	25.00	25.00
TOTAL OTHER	-200,000	-50,000	-150,000	25.00	25.00
Net change in fund equity	17,717	-56,582	74,299		
Fund equity, beginning		468,181			
Fund equity, ending		411,599			
Less invested in capital assets					
Net available fund equity		411,599			

Econ Devel Auth/EDA
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	110,000		110,000		
TOTAL REVENUES	110,000		110,000		
EXPENDITURES					
Community Develop					
Econ Development-EDA	107,013	25,264	81,749	23.61	22.40
Total Community Develop	107,013	25,264	81,749	23.61	22.40
TOTAL EXPENDITURES	107,013	25,264	81,749	23.61	22.40
Net change in fund equity	2,987	-25,264	28,251		
Fund equity, beginning		203,698			
Fund equity, ending		178,434			
Less invested in capital assets					
Net available fund equity		178,434			

HRA Programs of EDA
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	100,000		100,000		
TOTAL REVENUES	100,000		100,000		
EXPENDITURES					
Community Develop					
Housing Programs-HRA	92,907	14,816	78,091	15.95	30.02
Total Community Develop	92,907	14,816	78,091	15.95	30.02
TOTAL EXPENDITURES	92,907	14,816	78,091	15.95	30.02
Net change in fund equity	7,093	-14,816	21,909		
Fund equity, beginning		103,180			
Fund equity, ending		88,364			
Less invested in capital assets					
Net available fund equity		88,364			

Liability Claims
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Interest Earnings	2,200		2,200		
Miscellaneous	30,000	3,366	26,634	11.22	17.14
TOTAL REVENUES	32,200	3,366	28,834	10.45	15.97
EXPENDITURES					
Miscellaneous					
Insurance Claims	32,000	7,166	24,834	22.39	57.99
Total Miscellaneous	32,000	7,166	24,834	22.39	57.99
TOTAL EXPENDITURES	32,000	7,166	24,834	22.39	57.99
Net change in fund equity	200	-3,800	4,000		
Fund equity, beginning		212,846			
Fund equity, ending		209,046			
Less invested in capital assets					
Net available fund equity		209,046			

Slice SV Event
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	27,000	11,200	15,800	41.48	41.83
Miscellaneous	32,000	18,236	13,764	56.99	40.95
TOTAL REVENUES	59,000	29,436	29,564	49.89	41.35
EXPENDITURES					
General Government					
Slice of Shoreview	67,900	8,692	59,208	12.80	13.87
Total General Government	67,900	8,692	59,208	12.80	13.87
TOTAL EXPENDITURES	67,900	8,692	59,208	12.80	13.87
OTHER					
Transfers In	10,000		10,000		
TOTAL OTHER	10,000		10,000		
Net change in fund equity	1,100	20,744	-19,644		
Fund equity, beginning		81,406			
Fund equity, ending		102,150			
Less invested in capital assets					
Net available fund equity		102,150			

Water Fund
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Utility Charges	3,193,000	523,074	2,669,926	16.38	16.79
Late fees		7,652	-7,652		
Water meters	5,500	4,525	975	82.27	39.20
Other prop charges	20,000	1,902	18,098	9.51	13.70
Interest Earnings	38,000		38,000		.09
TOTAL REVENUES	3,256,500	537,153	2,719,347	16.49	16.88
EXPENDITURES					
Proprietary					
Water Operations	1,581,485	221,967	1,359,518	14.04	13.62
Total Proprietary	1,581,485	221,967	1,359,518	14.04	13.62
TOTAL EXPENDITURES	1,581,485	221,967	1,359,518	14.04	13.62
OTHER					
Depreciation	-669,000	-167,250	-501,750	25.00	25.00
Transfers Out	-363,000		-363,000		
GO Revenue Bonds	-307,431	-78,743	-228,688	25.61	59.54
TOTAL OTHER	-1,339,431	-245,993	-1,093,438	18.37	21.72
Net change in fund equity	335,584	69,193	266,391		
Fund equity, beginning		13,256,009			
Fund equity, ending		13,325,202			
Less invested in capital assets		9,427,325			
Net available fund equity		3,897,877			

Sewer Fund
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,500	50	1,450	3.31	2.49
Utility Charges	4,051,000	976,207	3,074,793	24.10	24.08
Late fees		13,437	-13,437		
Facility/area chgs	4,000	9,625	-5,625	240.63	37.26
Other prop charges	2,500		2,500		
Interest Earnings	27,000		27,000		.10
TOTAL REVENUES	4,086,000	999,319	3,086,681	24.46	24.26
EXPENDITURES					
Proprietary					
Sewer Operations	3,359,142	755,735	2,603,407	22.50	21.41
Total Proprietary	3,359,142	755,735	2,603,407	22.50	21.41
TOTAL EXPENDITURES	3,359,142	755,735	2,603,407	22.50	21.41
OTHER					
Depreciation	-354,000	-88,500	-265,500	25.00	25.00
Transfers Out	-183,000		-183,000		
GO Revenue Bonds	-78,764	-24,496	-54,268	31.10	57.12
TOTAL OTHER	-615,764	-112,996	-502,768	18.35	20.08
Net change in fund equity	111,094	130,588	-19,494		
Fund equity, beginning		7,844,543			
Fund equity, ending		7,975,131			
Less invested in capital assets		4,725,848			
Net available fund equity		3,249,283			

Surface Water Mgmt
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Utility Charges	1,546,000	383,757	1,162,243	24.82	24.73
Late fees		4,465	-4,465		
Lake Impr Dist chgs	44,503	8,340	36,163	18.74	30.51
Other prop charges	7,500	1,320	6,180	17.60	30.40
Interest Earnings	9,000		9,000		.11
TOTAL REVENUES	1,607,003	397,883	1,209,120	24.76	25.07
EXPENDITURES					
Proprietary					
Snail Lake Aug.	29,275	2,968	26,307	10.14	8.52
Surface Water Oper	940,244	81,703	858,541	8.69	8.63
Total Proprietary	969,519	84,671	884,848	8.73	8.62
TOTAL EXPENDITURES	969,519	84,671	884,848	8.73	8.62
OTHER					
Depreciation	-269,000	-67,250	-201,750	25.00	25.00
Transfers Out	-159,000		-159,000		
GO Revenue Bonds	-82,239	-39,902	-42,337	48.52	60.93
TOTAL OTHER	-510,239	-107,152	-403,087	21.00	22.48
Net change in fund equity	127,245	206,060	-78,815		
Fund equity, beginning		8,974,651			
Fund equity, ending		9,180,711			
Less invested in capital assets		6,135,855			
Net available fund equity		3,044,856			

Street Light Utility
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Utility Charges	551,000	136,075	414,925	24.70	24.91
Late fees		1,751	-1,751		
Interest Earnings	2,500		2,500		
TOTAL REVENUES	553,500	137,826	415,674	24.90	25.13
EXPENDITURES					
Proprietary					
Street lighting	279,118	32,770	246,348	11.74	14.77
Total Proprietary	279,118	32,770	246,348	11.74	14.77
TOTAL EXPENDITURES	279,118	32,770	246,348	11.74	14.77
OTHER					
Depreciation	-69,000	-17,250	-51,750	25.00	25.00
Transfers Out	-25,400		-25,400		
TOTAL OTHER	-94,400	-17,250	-77,150	18.27	18.67
Net change in fund equity	179,982	87,806	92,176		
Fund equity, beginning		1,598,216			
Fund equity, ending		1,686,022			
Less invested in capital assets		432,561			
Net available fund equity		1,253,461			

Central Garage Fund
For Year 2016 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	184,000		184,000		
Cent Garage chgs	1,281,150	1,481	1,279,669	.12	.17
Interest Earnings	10,500		10,500		1.62
TOTAL REVENUES	1,475,650	1,481	1,474,169	.10	.16
EXPENDITURES					
Proprietary					
Central Garage Oper	638,373	141,220	497,153	22.12	19.07
Total Proprietary	638,373	141,220	497,153	22.12	19.07
Capital Outlay					
Central Garage Oper		47,982	-47,982		
Total Capital Outlay		47,982	-47,982		
TOTAL EXPENDITURES	638,373	189,202	449,171	29.64	19.33
OTHER					
Sale of Asset	32,000	2,576	29,424	8.05	
Transfers In	119,400		119,400		
Depreciation	-663,000	-165,750	-497,250	25.00	25.00
Transfers Out	-15,000		-15,000		
GO CIP Bonds	-110,635	-63,378	-47,257	57.29	59.40
TOTAL OTHER	-637,235	-226,552	-410,683	35.55	37.60
Net change in fund equity	200,042	-414,272	614,314		
Fund equity, beginning		4,493,970			
Fund equity, ending		4,079,698			
Less invested in capital assets		3,228,575			
Net available fund equity		851,123			

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
CERTIFICATE DEPOSIT							
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
1,216	Morgan Stanley Smith Barney LLC	CD	732	01-22-15	01-23-17	248,000.00	.850000
1,220	Morgan Stanley Smith Barney LLC	CD	731	03-13-15	03-13-17	248,000.00	.850000
1,210	Morgan Stanley Smith Barney LLC	CD	821	12-30-14	03-30-17	248,000.00	1.000000
1,211	Morgan Stanley Smith Barney LLC	CD	913	12-30-14	06-30-17	248,000.00	1.100000
1,172	Morgan Stanley Smith Barney LLC	CD	1,826	07-26-12	07-26-17	247,000.00	1.700000
1,218	Morgan Stanley Smith Barney LLC	CD	1,097	02-11-15	02-12-18	150,000.00	1.200000
1,237	Wells Fargo Brokerage Services	CD	1,280	12-08-15	02-26-18	245,000.00	1.217700
1,233	Wells Fargo Brokerage Services	CD	813	12-08-15	02-28-18	245,000.00	1.214700
1,234	Wells Fargo Brokerage Services	CD	819	12-08-15	03-06-18	245,000.00	1.202900
1,198	Dain Rauscher Investment Services	CD	1,826	04-11-13	04-11-18	247,000.00	1.259800
1,199	Dain Rauscher Investment Services	CD	1,826	04-24-13	04-24-18	248,000.00	1.000000
1,236	Wells Fargo Brokerage Services	CD	1,280	12-08-15	05-25-18	245,000.00	1.268100
1,241	Wells Fargo Brokerage Services	CD	915	12-09-15	06-11-18	248,000.00	1.450000
1,238	Wells Fargo Brokerage Services	CD	1,280	12-08-15	08-28-18	245,000.00	1.464600
1,232	Wells Fargo Brokerage Services	CD	13	12-08-15	09-21-18	245,000.00	1.626700
1,183	Dain Rauscher Investment Services	CD	2,191	09-27-12	09-27-18	249,000.00	1.308400
1,239	Wells Fargo Brokerage Services	CD	1,097	12-09-15	12-10-18	248,000.00	1.500000
1,214	Morgan Stanley Smith Barney LLC	CD	1,461	12-31-14	12-31-18	247,000.00	1.900000
1,243	Dain Rauscher Investment Services	CD	1,092	02-08-16	02-04-19	248,000.00	1.656000
1,249	Oppenheimer & Co. Inc.	CD	1,097	03-02-16	03-04-19	248,000.00	1.147900
1,235	Wells Fargo Brokerage Services	CD	1,280	12-08-15	06-10-19	249,000.00	1.647400
1,229	Dain Rauscher Investment Services	CD	1,461	10-28-15	10-28-19	247,000.00	1.998600
1,230	Dain Rauscher Investment Services	CD	1,461	10-30-15	10-30-19	153,000.00	1.400000
1,212	Morgan Stanley Smith Barney LLC	CD	1,801	12-30-14	12-05-19	247,000.00	2.230500
1,213	Morgan Stanley Smith Barney LLC	CD	1,801	12-30-14	12-10-19	247,000.00	2.173800
1,240	Wells Fargo Brokerage Services	CD	1,827	12-09-15	12-09-2020	247,000.00	2.200000
1,250	Dain Rauscher Investment Services	CD	2,191	03-04-16	03-04-2022	247,000.00	1.850000
1,168	Dain Rauscher Investment Services	CD	3,652	07-25-12	07-25-2022	249,000.00	2.425000
1,246	Morgan Stanley Smith Barney LLC	CD	31,93	02-22-16	02-22-2024	243,000.00	1.500000
1,167	Dain Rauscher Investment Services	CD	5,478	07-19-12	07-19-2027	238,000.00	3.416200
1,174	Dain Rauscher Investment Services	CD	5,477	07-31-12	07-30-2027	246,000.00	3.183400
Total Number Of Investments: 33						7,801,000.00	

1,203 Wells Fargo Brokerage Services	FH	1,734	06-19-13	03-19-18	500,000.00	.999900
1,228 Morgan Stanley Smith Barney LLC	FH	30,83	10-20-15	10-20-2020	500,000.00	2.197600
Total Number Of Investments: 2					1,000,000.00	

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 03-31-16

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
FEDERAL NATL MTG							
<hr/>							
1,170	Dain Rauscher Investment Services	FN	5,475	07-26-12	07-23-2027	1,007,347.00	3.400000
Total Number Of Investments: 1						1,007,347.00	
<hr/>							
FED HM MORTG POOL							
<hr/>							
1,179	Wells Fargo Brokerage Services	HP	2,556	08-22-12	08-22-19	500,000.00	1.399400
1,180	Wells Fargo Bank MN, NA	HP	2,556	08-22-12	08-22-19	460,000.00	1.399400
Total Number Of Investments: 2						960,000.00	
<hr/>							
TAX EXMPT MNCPL BOND							
<hr/>							
1,197	Dain Rauscher Investment Services	MB	4,109	04-01-13	07-01-2024	232,528.00	5.744100
1,205	Dain Rauscher Investment Services	MB	4,113	06-28-13	10-01-2024	82,242.75	5.102700
1,248	Dain Rauscher Investment Services	MB	4,720	03-01-16	02-01-2029	518,805.00	3.015900
Total Number Of Investments: 3						833,575.75	
<hr/>							
TAXABLE MUNCPL BONDS							
<hr/>							
1,231	Oppenheimer & Co. Inc.	TM	207	12-07-15	07-01-16	422,025.95	6.434200
1,242	Oppenheimer & Co. Inc.	TM	366	12-21-15	12-21-16	403,072.00	1.620600
1,201	Dain Rauscher Investment Services	TM	1,554	04-30-13	08-01-17	452,342.50	1.546300
1,247	Dain Rauscher Investment Services	TM	797	02-24-16	05-01-18	806,336.00	1.528700
1,252	Oppenheimer & Co. Inc.	TM	763	03-29-16	05-01-18	502,590.00	1.552800
1,202	Dain Rauscher Investment Services	TM	1,919	04-30-13	08-01-18	493,511.75	1.846400
1,245	Dain Rauscher Investment Services	TM	896	02-17-16	08-01-18	256,074.80	1.419800
1,251	Wells Fargo Brokerage Services	TM	897	03-18-16	09-01-18	401,444.00	1.322500
1,190	Dain Rauscher Investment Services	TM	2,302	12-11-12	04-01-19	503,020.00	1.349700
1,222	Dain Rauscher Investment Services	TM	1,357	08-13-15	05-01-19	1,173,586.50	2.324700
1,227	Dain Rauscher Investment Services	TM	1,307	10-02-15	05-01-19	512,050.00	2.402400
1,177	Wells Fargo Brokerage Services	TM	2,579	08-09-12	09-01-19	503,340.00	1.572100
1,192	Dain Rauscher Investment Services	TM	2,544	12-27-12	12-15-19	224,901.60	2.960600
1,244	Dain Rauscher Investment Services	TM	1,536	02-16-16	05-01-2020	506,450.00	2.015100
1,191	Dain Rauscher Investment Services	TM	2,910	12-27-12	12-15-2020	235,407.30	3.392500
1,188	Dain Rauscher Investment Services	TM	3,494	12-05-12	06-30-2022	268,192.80	3.576000

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 03-31-16

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
1,193	Dain Rauscher Investment Services	TM	3,640	12-27-12	12-15-2022	250,218.50	3.742800
Total Number Of Investments: 17						7,914,563.70	
Sub-Total Of Investments:						19,516,486.45	
4M - 2016A BONDS						3,938,717.77	
4M Municipal Money Mkt Fund						42,556,422.27	
2011 COP Debt Service Reserve						8,440.27	
GMHC Savings Acct USBank						167,419.90	
4M Fund - Hockey Escrow						4,904.97	
MSILF Govt Cash Mgmt MM						84,219.26	
GRAND TOTAL OF CASH & INVESTMENTS:						66,276,610.89	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER

FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR

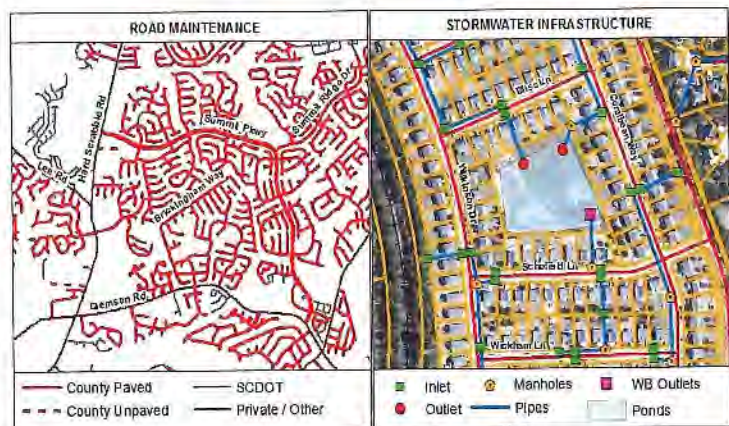
DATE: APRIL 14, 2016

SUBJ: PUBLIC WORKS MONTHLY REPORT

GIS IN PUBLIC WORKS

GIS (Geographical Information System) is a software that connects information with geography and allows it to be displayed visually. Public Works has been building GIS databases of the underground utilities, such as the water distribution system and the storm water system, and other City infrastructure over the last several years to create maps that show (or link to) the location, sizes, material types, elevation, etc. of city assets. This information is used by staff in many ways

such as locating underground utilities and identifying future projects. Until recently, the Public Works Department relied on GIS support from the IT Department, but due to changes in organizational needs and staffing, GIS was removed from the IT department. The City's infrastructure is constantly changing and it became apparent that the Public Works Department was in need of GIS expertise to manage the City's public infrastructure GIS database. Staffing changes over the last year allowed the Public Works Department to convert a Senior Engineering Technician position to a GIS Coordinator position to address that need. Having a dedicated GIS position has had a significant impact on the Public Works Department in a very short time. Along with updating and improving the existing GIS information, drawings and maps have been created for infrastructure projects, presentations, and the City website. An online interface for the City's Adopt-A-Trail program was also created. The GIS expertise has also provided benefit outside the Public Works Department by providing information for the Community Development Department, precinct maps for Administration Department, and hydrant location information for the Lake Johanna Fire Department. Given the importance of asset management, advancements in mobile technology such as tablets and phones, and increased inventory requirements for the City's NPDES Permit and Ground Water Management Plan, it is anticipated the need for GIS in Public Works will continue to grow.



MAINTENANCE ACTIVITIES

Street crews responded to weather conditions by pre-treating streets and applying salt during one snow event. Following the event, equipment is cleaned and inspected and disassembled as necessary so it can be used for other purposes. One water main break was repaired and both streets and utility crews worked together to complete the repair. Utility crews also completed one sewer service repair. All public works crews attended the annual "Right to Know" and general safety training and they also attended the Red Cross CPR refresher workshop.

Street crews monitored catch basins throughout the initial snow melt and cleared them as necessary. They completed the seasonal boulevard tree trimming and trimmed trees and shrubs along trails and around signs. Annual load limits began on February 29th and crews installed weight limit signs on streets throughout the city. Crews were able to begin spring street sweeping and trail sweeping. The first round of street sweeping was completed and now one sweeper will continue sweeping as the weather and time allows. Crews began repairing areas along boulevards that had been damaged by city snow plows. Crews took an inventory of concrete sidewalk panels that were uneven and potential tripping hazards. They began milling (grinding down) higher panels and repairing panels as needed. They are also spot patching pot holes on streets throughout the city. Street crews also began inspecting and cleaning around ponds.

Utility Crews continue with their daily inspections, collecting water samples and marking locations for excavations. Location requests begin to ramp up this time of year and more personnel are required for marking city utilities. Regular and routine maintenance cleaning of the wells and lift stations continues. Crews have been painting in the well houses as time allows. They are also working on the biennial pumping down and cleaning of the lift stations. Crews removed the protective bags from the hydrants and are repairing or replacing hydrant flags as needed. They continue inspecting manholes, covers and castings and flushing sanitary sewer lines. They have also been repairing manholes, valves and curb stops as time allows.

The Department of Corrections crew has gone back to cleaning the Maintenance Facility two times a week. Crews have been trimming trees, and chipping brush along trails and in parks. They have begun spring clean up in parks, around ponds and along the Highway 96 and Lexington corridors. They are picking up trash and raking out flower beds. As time allows they are cleaning vehicles and the garage and around the maintenance facility.

ENVIRONMENTAL SERVICES

Environmental Quality Committee (EQC)

The Environmental Quality Committee is currently advertising the 2016 Environmental Speaker Series. The final speaker series will be Wednesday, April 20th, with Ramsey Washington Metro Watershed District presenting on Shoreview's "State of the Waters." The EQC has also been working on updating the annual report for City Council.

Water Conservation Program

The grant has undergone an amendment with the grant administrators to allow excess funds to be utilized for increased technological assistance for the water reports. WaterSmart will be the partner to develop the water usage reports for all of the "Know Your Flow" participants for two years. The first reports will be delivered in May. The Know Your Flow project will be used as a pilot project for potential expansion to a larger project for the Shoreview Water Utility Program.

Forestry

Staff reviewed applications and have hired two forestry interns to implement the 2016 EAB treatment program and assist with the completion of the tree inventory. They will begin in early May. The City Tree Sale will close April 18th, and order delivery will be in Mid-May. The new varieties offered in this year's tree sale did not seem to negatively affect participation; next year the varieties will change again to continue our efforts of diversifying the City's Urban Forest.

Staff continue to survey for Emerald Ash Borer from now until the leaves are out. Ten trees have been identified with EAB so far this spring, all located by the Shamrock Park neighborhood. The Minnesota Department of Agriculture completed the final sampling and found no Emerald Ash Borer present in the samples from the Shamrock Park Neighborhood, although there were two traps that had the pest in the neighborhood. Staff anticipates that more EAB infested trees will be identified outside of this neighborhood in the near future, as Roseville is currently reporting very high EAB infested trees.

Recycling

Staff is preparing for the Spring Cleanup Day event, scheduled for May 21st from 7AM to 12PM. We will be partnering with Arden Hills again this year. Information regarding the event will be in the upcoming May/June ShoreViews newsletter and is available online and at City Hall.

PROJECT UPDATES

Water Treatment Plant – Project 14-02 – Work inside the building is continuing and includes the installation of the piping, painting of walls, and installation of mechanical and electrical systems.

Turtle Lane Neighborhood & Schifsky Road Reconstruction – Project 15-01 – All of the work is complete for both project areas except for a few minor items that will be completed in the spring.

Relocation of Water Main – I694 3rd Lane – Project 15-10 – The project was awarded at the April 4th Council meeting and the contracts are being completed. A preconstruction meeting will be scheduled in the next few weeks.

Virginia/Dennison/Lilac Reconstruction – Project 16-01 – The project is out for bid and the bid opening is scheduled for April 26th. It is expected that staff will provide a recommendation to award a contract at the May 4th Council meeting.

Grand Avenue Reconstruction & Extension – Project 16-02 – The project is out for bid and the bid opening is scheduled for April 26th. It is expected that staff will provide a recommendation to award a contract at the May 4th Council meeting.

Gramsie Road Rehabilitation – Project 16-05 – The project is out for bid and the bid opening is scheduled for April 28th. It is expected that staff will provide a recommendation to award at the May 4th Council meeting.

Well No. 6 Raw Water Pipeline – Project 16-06 – The bid for the project was awarded at the March 21st Council meeting. The contracts are being created and the project is expected to begin in the next few weeks.

Highway 96 Turn Lane – Project 16-07 – The project is out for bid and the bid opening is scheduled for April 26th in conjunction with this year's street renewal project. It is expected that staff will provide a recommendation to award a contract at the May 4th Council meeting.

REGULAR COUNCIL MEETING

APRIL 18, 2016

t/monthly/2016/April 2016 Monthly Report

TO: MAYOR AND COUNCILMEMBERS

FROM: TERRY SCHWERM
CITY MANAGER

DATE: APRIL 13, 2016

SUBJECT: PARKS AND RECREATION MONTHLY REPORT

DEPARTMENT ACTIVITY

Nearly all of the spring programs have started, and youth athletic association and high school teams are actively using the baseball, softball, soccer and lacrosse fields throughout the park system. Staff is preparing for the summer season by interviewing and hiring candidates for out summer seasonal positions in playgrounds, youth sports, aquatics and Summer Discovery.

The renovation work on the front counter in the Park and Recreation office started this week. The counter and front office area are being updated to provide improved accessibility and a more efficient work environment for the staff. The contractor, Schreiber-Mullaney, expects the project to be completed in about 5-6 weeks. During construction, the front desk staff will be located at the second service counter on the City Hall side of the building.

The indoor running track surface at the Community Center is also scheduled to be replaced in mid-June. In preparation for this work, all of the metal railings and underside of the track were repainted a neutral color that will blend better with the new track surface color. The track will be closed for about a week to complete the installation.

COMMUNITY CENTER

In the past few years, the membership sales revenue has remained fairly consistent. There were 126 memberships sold during March, and more than 680 monthly memberships were billed. With many credit card companies issuing new credit cards that utilize the new chip technology, there have been a significant number of customers with declined credit cards. When this occurs, it can require significant amount of staff time to call members and obtain updated credit card information. There were 27 membership cancelations during March. Staff does follow up with these former members, and more than 50% of cancelled memberships were due to people moving out of the area.

The month of March is typically a busy month at the Community Center since many area school districts are closed for Spring Break. There was a significant increase in daily admission revenue this year, because most school district's spring breaks were in the month of March. Last year there were quite a few districts that had their spring break during April. Despite the more

seasonable weather this year, the Tropical Adventure Indoor Playground had over 3,000 visitors which is comparable to March, 2015.

The banquet rooms were well used this month hosting 10 parties and receptions and 12 meetings. There were 120 meetings held in the three meeting rooms along with 20 birthday parties and 3 events. Allina Health, Minnesota Department of Health, and Minnesota Home Care Association were a few groups that had seminars and trainings at the Community Center. The rental team has been updating contracts, as well as reviewing existing policies and procedures. Rental surveys have been mailed out to customers after their events. About 95% of all returned surveys respond as being "Extremely Satisfied" with the booking process, customer service, party value, and overall experience at the Community Center.

The Tropics Waterpark had the typical amount of additional traffic during spring break period. The trend continues for the waterpark to be busier when surrounding communities have their spring break week in comparison to Mounds View School District's spring break period. There were 35 different pool groups visiting the Community Center this past month. There were more than 45 birthday party packages hosted in the themed pool-side birthday party rooms. There were various after-hour parties this month. It was a popular location for local Cub Scout groups.

The fitness center activity was consistent with recent months. The new Matrix Climbmill has been well received averaging 3 hours of usage per day. A new piece of equipment is being investigated to replace one of the step mills that has required frequent repairs. Staff will be demonstrating a "Jacobs Ladder" and/or a Versa Climber in the fitness center. These particular stair climbers incorporate an upper body climbing component. They have ladder-type rungs on a non-motorized continuous treadmill which is self-propelled. Many facilities that have added this piece of equipment have been impressed with its popularity and performance.

RECREATION PROGRAMS

Spring Session has begun and many recreation programs are at capacity. Tumbling classes began on April 2nd. There are 45 children registered for this program. This is the same number of participants as last year. Parents have expressed many positive comments about the program and are looking forward to more class offerings. One trend that has been noticed is that parent/child classes offered to the very young or beginning level youth interested in learning basic skills and activities are growing in popularity.

Swimming lessons started on March 28th with nearly 800 participants registered during the first week. There was a higher demand for level 3 lessons, and staff was able to add more classes at that level. There were 17 more classes run this spring compared to last year. There was a corresponding increase in revenue due to a 25% increase in participants this season. Specialty Aquatic Programs offered this month were the basics of snorkeling which introduces participants to discovering the underwater world, and the dive in movie featured the film "Kung Fu Panda". There were more than 250 participants enjoying the show while floating in the pool. On this occasion, closed-captioning was offered and guests appreciated this feature.

The Youth after School Sports Program is finishing a successful session. There were 52 participants in the six classes offered at Turtle and Island Lake Elementary Schools. Participants learned the fundamentals in Basketball, Soccer, and Football. Football was a new winter class offering which was very popular. The Mini Kickers Soccer Program had 31 participants, which is very comparable to last year. This class is taught by John Swallen, former goalkeeper for the Minnesota Thunder.

Staff is preparing for softball leagues that will be starting up next month. Game schedules were created for three different softball leagues. The game schedule is then entered online on our adult sports website. After attending the USSSA State directors meeting, staff reviewed the 2015 in house softball policies and implemented some changes for the 2016 rule book.

The winter session of group fitness concluded on March 20th. There were nearly 1,000 participants registered, which is similar to previous winter sessions. Registration for spring classes started on March 7th. There were 26 classes offered in between the two sessions for a \$5.00 fee. The themed cycle classes were the most popular, having a wait list to attend.

Tae Kwon Do remains very popular on Tuesday and Thursday evenings. There are over 45 participants enrolled in these classes. Marketing efforts this past month included advertising in the Camp Guide in the Star Tribune and Press Publications. Camps and preschool were also advertised in the Woman's Press.

The Shoreview Egg Hunt was held on Saturday, March 19th with 130 participants enjoying the event. This year there were STEM Bunnies at the event. STEM Bunnies is a program that engages children of all ages in hands-on learning about science, technology, engineering, and math through bunnies. The children were then split in two age categories to allow everyone to get a certain number of eggs during the Egg Hunt.

PARKS MAINTENANCE CREW

It has been a transitional month for the park maintenance crew. They are in the process of changing from winter season to spring/summer season for activities in the parks. We have seen an increase in use of the parks already this spring when it has been warm. The crew has installed the off-leash dog walk areas in the hockey rinks at Bucher, Theisen, and Wilson Parks.

The crew has started to drag infields and warning tracks on baseball/softball fields, preparing them for spring games. The crew cut out the edges of the infields at Wilson Park. We are in the process of bringing in ag-lime back to fill along the edges. Mounds View High School is playing games at Rice Creek Fields this week. The water has been turned on in the restrooms and in the concession building. The water has also been turned on to the concession room at Sitzer Park.

Each group will have to contact Ramsey County Health Department to get the facility inspected and licensed after they clean up their concession stands. The crew is in the process of preparing

the soccer fields in the parks. Once the fields are laid out, the crew will start to paint the lines. All the tennis, pickleball and basketball courts have been cleaned and nets put up.

The crew has completed its first swing through the playground inspections. All minor repairs are complete at this time. Parts have been ordered for a few major problems. The first parts could start arriving this week. A crawl tube at the Sitzer Park playground will be closed for several more weeks. It developed a large crack in it over the winter. It could be mid-May before we get the replacement crawl tube. The crew is in the process of adding engineered wood fiber to each of the playgrounds' safety surfaces.

The DOC crew has completed cutting down the perennials along Lexington and Highway 96. They have also picked up piles of leaves that have accumulated in the service alley of the Community Center three times. We are almost ready to start picking up leaves in the parks. The crew has prepared all of the summer equipment, and it is ready to use. The crew continues to pick up trash on a daily basis at the Community Center, the Library and the Parks. The trash receptacles are dumped on an as-need basis. The crew has started dumping trash receptacles twice a week now. Now that games are being played at Rice Creek Fields, the crew will begin cleaning the restrooms on a daily basis.

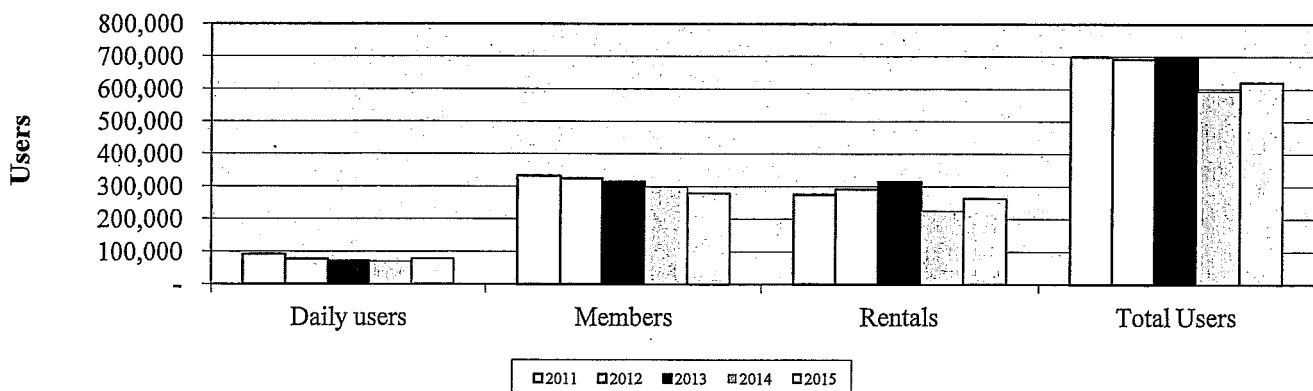
COMMUNITY CENTER CREW

The crew has been busy keeping the building on its cleaning schedule. The crew cleaned the dust off the ductwork in the fitness center. They also cleaned the backs of the TV's and the I-beam in the fitness center. They also started cleaning the beams and ductwork in the gym activity room. The dance floor in the Turtle Lake room was sanded and re-finished this past month as well. With little time between events, the crew was only able to spot clean the carpet in the Shoreview room.

**Community Center Activity Year-to-date
Through December Each Year**

	2011	2012	2013	2014	2015
Number of Users:					
Daily users	91,392	76,521	70,573	69,699	77,913
Members	332,762	324,216	313,395	297,735	279,026
Rentals	274,871	291,879	314,924	225,738	263,570
Total Users	699,025	692,616	698,892	593,172	620,509
Revenue:					
Admissions	\$ 597,166	\$ 555,209	\$ 580,832	\$ 596,787	\$ 642,072
Memberships-annual	1,007,883	1,040,037	1,007,551	1,013,369	978,584
Memberships-seasonal	103,304	97,673	97,272	105,793	92,330
Room rentals	250,299	255,186	303,211	307,634	324,956
Wave Café	195,578	192,351	210,860	217,033	216,559
Commissions	14,503	14,546	12,025	13,602	14,356
Locker/vending/video	29,606	26,453	24,198	22,042	21,728
Merchandise	13,724	14,521	14,005	11,691	13,420
Other miscellaneous	1,323	672	14,259	13,346	12,363
Building charge	98,441	101,757	101,687	113,615	106,361
Interest	20,674	14,100	(42,835)	65,924	-
Transfers in	297,000	300,000	312,000	339,000	366,000
Total Revenue	2,629,501	2,612,505	2,635,065	2,819,836	2,788,729
Expenditures:					
Personal services	1,352,471	1,399,969	1,473,504	1,475,983	1,556,367
Supplies	448,853	446,077	478,444	528,352	489,831
Contractual	600,542	599,683	624,145	670,493	650,591
Other	-	5,727	-	-	-
Total Expenditures	2,401,866	2,451,456	2,576,093	2,674,828	2,696,789
Rev less Exp Year-to-date	\$ 227,635	\$ 161,049	\$ 58,972	\$ 145,008	\$ 91,940

**Community Center Users
Through December of Each Year**



**Community Center Monthly Activity
For the Year 2015**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,140	7,693	6,827	5,768	6,952	6,477	6,963	8,188	3,831	3,832	6,026	7,216	77,913
Members	29,987	26,451	25,972	23,249	21,047	21,655	22,777	21,973	18,619	20,808	22,427	24,061	279,026
Rentals	9,409	10,595	10,055	9,993	12,980	43,404	54,139	44,304	14,652	29,619	13,598	10,822	263,570
Total Users	47,536	44,739	42,854	39,010	40,979	71,536	83,879	74,465	37,102	54,259	42,051	42,099	620,509
Revenue:													
Admissions	\$ 64,470	\$ 61,080	\$ 72,866	\$ 45,531	\$ 44,464	\$ 49,080	\$ 51,022	\$ 54,765	\$ 27,777	\$ 28,756	\$ 36,021	\$ 50,148	\$ 585,980
Indoor playground	7,111	6,914	6,677	4,049	3,275	2,950	2,919	4,353	2,614	3,359	5,447	6,424	56,092
Memberships	131,331	85,661	90,544	67,834	64,706	70,894	66,427	72,933	71,878	79,230	102,156	167,320	1,070,914
Room rentals	32,082	29,658	29,976	25,485	27,323	29,368	24,055	26,934	21,102	28,085	24,966	25,922	324,956
Wave Café	21,724	21,683	27,363	17,318	16,419	17,228	17,027	19,678	13,612	13,833	15,106	15,568	216,559
Commissions	784	-	-	-	470	655	2,085	1,711	3,625	3,049	1,661	316	14,356
Locker/vending/video	1,100	1,398	2,240	1,506	1,449	1,440	1,783	2,040	1,283	1,806	1,350	4,333	21,728
Merchandise	1,085	772	1,224	1,292	1,385	1,476	1,609	1,643	644	686	679	925	13,420
Other miscellaneous	(29)	(80)	41	1,047	16	52	31	34	36	32	60	11,123	12,363
Building charge	-	-	-	-	-	106,361	-	-	-	-	-	-	106,361
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	366,000
Total Revenue	290,158	237,586	261,431	194,562	190,007	310,004	197,458	214,591	173,071	189,336	217,946	312,579	2,788,729
Expenditures:													
Personal services	84,628	125,924	121,283	119,613	161,920	100,242	123,539	128,780	122,694	177,024	118,533	172,187	1,556,367
Supplies	5,189	55,673	61,501	46,924	34,621	46,299	33,811	35,548	47,596	32,373	30,528	59,768	489,831
Contractual	12,824	34,010	67,035	54,136	52,133	43,451	61,462	45,769	62,946	106,691	40,890	69,244	650,591
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	102,641	215,607	249,819	220,673	248,674	189,992	218,812	210,097	233,236	316,088	189,951	301,199	2,696,789
Rev less Exp (monthly)	\$ 187,517	\$ 21,979	\$ 11,612	\$ (26,111)	\$ (58,667)	\$ 120,012	\$ (21,354)	\$ 4,494	\$ (60,165)	\$ (126,752)	\$ 27,995	\$ 11,380	\$ 91,940
Rev less Exp (ytd)	\$ 187,517	\$ 209,496	\$ 221,108	\$ 194,997	\$ 136,330	\$ 256,342	\$ 234,988	\$ 239,482	\$ 179,317	\$ 52,565	\$ 80,560	\$ 91,940	

**Community Center Monthly Activity
For the Year 2014**

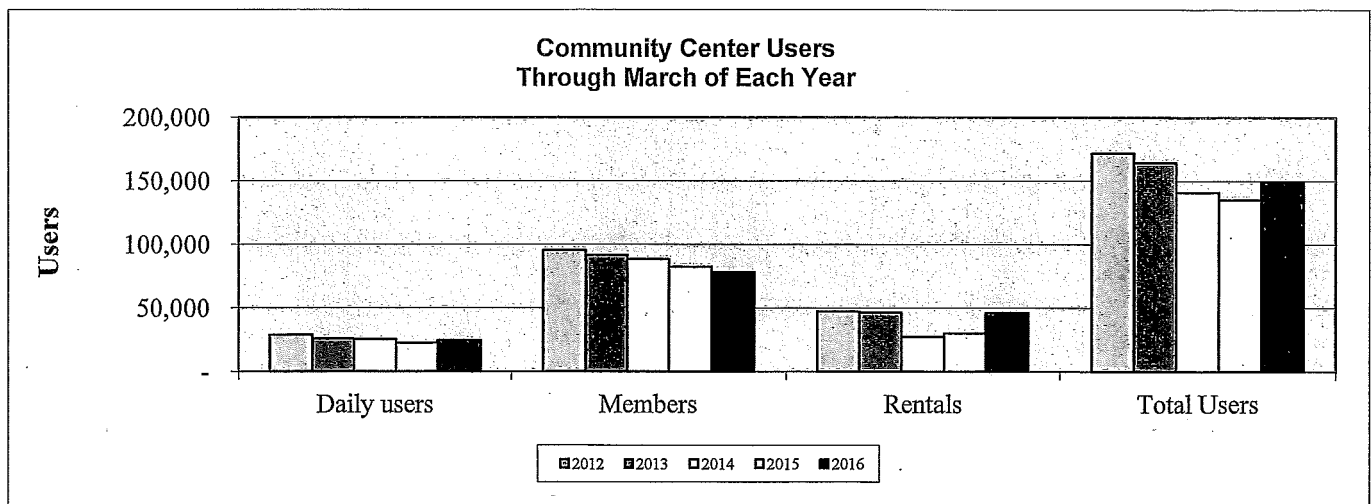
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,204	6,661	10,413	5,480	4,230	5,389	4,858	5,232	2,251	4,010	6,320	6,651	69,699
Members	31,509	27,103	29,692	26,463	22,454	23,645	23,864	22,155	18,845	21,735	24,257	26,013	297,735
Rentals	9,996	7,882	9,500	11,995	17,617	43,616	40,248	42,655	9,917	11,853	10,983	9,476	225,738
Total Users	49,709	41,646	49,605	43,938	44,301	72,650	68,970	70,042	31,013	37,598	41,560	42,140	593,172
Revenue:													
Admissions	\$ 58,989	\$ 49,221	\$ 88,178	\$ 40,092	\$ 31,934	\$ 51,666	\$ 47,411	\$ 44,773	\$ 15,288	\$ 25,596	\$ 41,447	\$ 46,543	\$ 541,138
Indoor playground	8,013	5,807	8,607	5,131	2,057	3,568	2,782	3,251	2,042	3,054	6,160	5,177	55,649
Memberships	139,300	83,683	101,639	73,674	68,059	71,484	68,244	73,477	74,023	88,292	108,899	168,388	1,119,162
Room rentals	26,034	20,287	32,717	29,119	27,176	25,290	21,856	19,529	28,629	27,221	20,320	29,456	307,634
Wave Café	24,419	21,030	30,955	18,308	13,815	17,321	14,982	15,534	11,784	14,877	15,617	18,391	217,033
Commissions	-	73	53	1,579	1,193	1,050	1,733	802	3,417	2,394	1,065	243	13,602
Locker/vending/video	3	2,795	2,811	1,444	1,785	1,873	1,604	1,348	1,099	1,641	1,796	3,843	22,042
Merchandise	982	1,069	1,108	1,110	937	1,536	1,468	1,094	396	656	622	713	11,691
Other miscellaneous	(42)	(95)	(43)	29	1	296	56	42	18	21	366	12,697	13,346
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	13,615	113,615
Interest	-	-	-	-	-	-	-	-	-	-	-	65,924	65,924
Transfers in	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	339,000
Total Revenue	285,948	212,120	294,275	198,736	175,207	302,334	188,386	188,100	164,946	192,002	224,542	393,240	2,819,836
Expenditures:													
Personal services	80,502	113,805	109,267	111,237	164,246	116,446	112,900	123,504	111,300	158,776	113,176	160,824	1,475,983
Supplies	15,848	52,201	51,609	58,274	24,061	37,144	38,870	61,592	26,314	56,206	29,329	76,904	528,352
Contractual	8,229	39,893	48,847	45,114	28,652	81,027	33,283	79,182	73,306	76,445	49,392	107,123	670,493
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	104,579	205,899	209,723	214,625	216,959	234,617	185,053	264,278	210,920	291,427	191,897	344,851	2,674,828
Rev less Exp (monthly)	\$ 181,369	\$ 6,221	\$ 84,552	\$ (15,889)	\$ (41,752)	\$ 67,717	\$ 3,333	\$ (76,178)	\$ (45,974)	\$ (99,425)	\$ 32,645	\$ 48,389	\$ 145,008
Rev less Exp (ytd)	\$ 181,369	\$ 187,590	\$ 272,142	\$ 256,253	\$ 214,501	\$ 282,218	\$ 285,551	\$ 209,373	\$ 163,399	\$ 63,974	\$ 96,619	\$ 145,008	

**Community Center Monthly Activity
For the Year 2013**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	7,974	7,000	10,931	7,185	5,072	4,871	4,514	4,366	2,652	4,319	5,986	5,703	70,573
Members	32,422	28,240	31,139	29,472	25,068	23,723	24,641	22,833	20,314	23,469	25,962	26,112	313,395
Rentals	14,163	13,945	18,510	17,220	18,024	56,444	55,100	52,526	21,071	17,579	15,574	14,768	314,924
Total Users	54,559	49,185	60,580	53,877	48,164	85,038	84,255	79,725	44,037	45,367	47,522	46,583	698,892
Revenue:													
Admissions	\$ 50,299	\$ 47,292	\$ 88,714	\$ 54,738	\$ 33,185	\$ 45,769	\$ 43,304	\$ 38,274	\$ 16,516	\$ 28,873	\$ 36,362	\$ 40,843	\$ 524,169
Indoor playground	6,216	6,569	8,744	5,824	3,480	2,899	2,312	2,293	2,074	4,695	6,268	5,289	56,663
Memberships	124,779	85,193	94,796	77,552	67,021	68,231	68,319	76,179	77,643	83,624	112,181	169,305	1,104,823
Room rentals	27,440	26,030	29,824	25,609	27,653	28,573	17,165	27,022	22,878	21,760	21,612	27,645	303,211
Wave Café	20,972	18,003	31,703	19,174	14,800	16,404	15,062	17,706	10,252	14,741	15,558	16,485	210,860
Commissions	-	426	456	793	617	-	3,168	1,347	1,848	3,074	144	152	12,025
Locker/vending/video	(4)	3,139	1,364	1,973	2,664	2,655	1,716	1,819	1,546	1,743	1,490	4,093	24,198
Merchandise	1,331	1,014	1,807	1,794	1,183	1,614	1,312	1,214	574	724	811	627	14,005
Other miscellaneous	(73)	(20)	(228)	153	50	19	19	42	7	12	-	14,278	14,259
Building charge	-	-	-	-	-	101,687	-	-	-	-	-	-	101,687
Interest	-	-	-	-	-	-	-	-	-	-	-	(42,835)	(42,835)
Transfers in	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	312,000
Total Revenue	256,960	213,646	283,180	213,610	176,653	293,851	178,377	191,896	159,338	185,246	220,426	261,882	2,635,065
Expenditures:													
Personal services	82,812	114,612	117,601	109,051	163,800	118,822	114,033	118,407	111,010	108,598	164,022	150,736	1,473,504
Supplies	16,571	51,430	46,426	62,354	39,856	33,562	31,462	39,800	32,616	23,906	32,826	67,635	478,444
Contractual	5,989	49,989	34,133	65,882	62,010	51,251	63,244	71,565	48,713	61,496	43,524	66,349	624,145
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	105,372	216,031	198,160	237,287	265,666	203,635	208,739	229,772	192,339	194,000	240,372	284,720	2,576,093
Rev less Exp (monthly)	\$ 151,588	\$ (2,385)	\$ 85,020	\$ (23,677)	\$ (89,013)	\$ 90,216	\$ (30,362)	\$ (37,876)	\$ (33,001)	\$ (8,754)	\$ (19,946)	\$ (22,838)	\$ 58,972
Rev less Exp (ytd)	\$ 151,588	\$ 149,203	\$ 234,223	\$ 210,546	\$ 121,533	\$ 211,749	\$ 181,387	\$ 143,511	\$ 110,510	\$ 101,756	\$ 81,810	\$ 58,972	

**Community Center Activity Year-to-date
Through March Each Year**

	2012	2013	2014	2015	2016
Number of Users:					
Daily users	28,747	25,905	25,278	22,660	24,468
Members	95,532	91,801	88,304	82,410	78,261
Rentals	47,324	46,618	27,378	30,059	46,382
Total Users	171,603	164,324	140,960	135,129	149,111
Revenue:					
Admissions	\$ 187,174	\$ 207,834	\$ 218,815	\$ 219,694	\$ 234,145
Memberships-annual	270,751	275,876	291,656	273,691	278,812
Memberships-seasonal	28,960	28,892	32,966	27,060	25,842
Room rentals	65,208	83,294	79,038	92,307	90,549
Wave Café	59,366	70,678	76,404	70,763	71,379
Commissions	1,703	882	126	784	1,100
Locker/vending/video	5,900	4,499	5,609	4,741	3,970
Merchandise	4,276	4,152	3,159	3,083	3,957
Other miscellaneous	94	(321)	(180)	(57)	5
Transfers in	75,000	78,000	84,750	91,500	96,000
Total Revenue	698,432	753,786	792,343	783,566	805,759
Expenditures:					
Personal services	306,965	315,025	303,574	331,835	331,607
Supplies	113,004	114,427	119,658	122,363	110,341
Contractual	99,629	90,111	96,969	113,869	119,458
Other	2,485	-	-	-	-
Total Expenditures	522,083	519,563	520,201	568,067	561,406
Rev less Exp Year-to-date	\$ 176,349	\$ 234,223	\$ 272,142	\$ 215,499	\$ 244,353



For the Year 2016

[illegible]

Community Center Monthly Activity
For the Year 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,140	7,693	6,827	5,768	6,952	6,477	6,963	8,188	3,831	3,832	6,026	7,216	77,913
Members	29,987	26,451	25,972	23,249	21,047	21,655	22,777	21,973	18,619	20,808	22,427	24,061	279,026
Rentals	9,409	10,595	10,055	9,993	12,980	43,404	54,139	44,304	14,652	29,619	13,598	10,822	263,570
Total Users	47,536	44,739	42,854	39,010	40,979	71,536	83,879	74,465	37,102	54,259	42,051	42,099	620,509
Revenue:													
Admissions	\$ 64,470	\$ 61,080	\$ 73,343	\$ 45,755	\$ 44,604	\$ 49,396	\$ 51,073	\$ 54,765	\$ 27,777	\$ 28,756	\$ 36,021	\$ 49,671	\$ 586,711
Indoor playground	7,111	6,914	6,776	4,086	3,336	2,950	2,931	4,353	2,614	3,359	5,447	6,324	56,201
Memberships	131,331	85,661	83,759	64,783	60,711	71,901	62,697	72,933	71,878	79,230	102,156	166,873	1,053,913
Room rentals	32,082	29,658	30,567	25,627	27,718	27,973	24,441	26,934	21,102	28,085	24,966	25,922	325,075
Wave Café	21,724	21,683	27,356	17,451	16,751	17,198	17,027	19,678	13,612	13,833	15,106	15,489	216,908
Commissions	784	-	-	-	470	655	2,085	1,711	3,625	3,049	1,661	316	14,356
Locker/Vending/Video	1,100	1,398	2,243	1,506	1,449	1,442	1,783	2,040	1,283	1,806	1,350	3,669	21,069
Merchandise	1,085	772	1,226	1,292	1,403	1,479	1,609	1,643	644	686	679	917	13,435
Other miscellaneous	(29)	(80)	52	1,664	27	127	31	34	36	32	1,335	11,104	14,333
Building charge	-	-	-	-	-	103,000	-	-	-	-	-	-	103,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500	366,000
Total Revenue	290,158	237,586	255,822	192,664	186,969	306,621	194,177	214,591	173,071	189,336	219,221	310,785	2,771,001
Expenditures:													
Personal services	84,628	125,924	121,283	119,613	161,920	100,242	123,539	128,780	122,694	177,024	118,533	172,187	1,556,367
Supplies	5,189	55,673	61,501	46,924	34,621	46,299	33,811	35,548	47,596	32,373	30,528	59,768	489,831
Contractual	12,824	34,010	67,035	54,136	52,133	43,451	61,462	45,769	62,946	106,691	40,890	70,383	651,730
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	102,641	215,607	249,819	220,673	248,674	189,992	218,812	210,097	233,236	316,088	189,951	302,338	2,697,928
Rev less Exp (monthly)	\$ 187,517	\$ 21,979	\$ 6,003	\$ (28,009)	\$ (61,705)	\$ 116,629	\$ (24,635)	\$ 4,494	\$ (60,165)	\$ (126,752)	\$ 29,270	\$ 8,447	\$ 73,073
Rev less Exp (ytd)	\$ 187,517	\$ 209,496	\$ 215,499	\$ 187,490	\$ 125,785	\$ 242,414	\$ 217,779	\$ 222,273	\$ 162,108	\$ 35,356	\$ 64,626	\$ 73,073	

Community Center Monthly Activity
For the Year 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,204	6,661	10,413	5,480	4,230	5,389	4,858	5,232	2,251	4,010	6,320	6,651	69,699
Members	31,509	27,103	29,692	26,463	22,454	23,645	23,864	22,155	18,845	21,735	24,257	26,013	297,735
Rentals	9,996	7,882	9,500	11,995	17,617	43,616	40,248	42,655	9,917	11,853	10,983	9,476	225,738
Total Users	49,709	41,646	49,605	43,938	44,301	72,650	68,970	70,042	31,013	37,598	41,560	42,140	593,172
Revenue:													
Admissions	\$ 58,989	\$ 49,221	\$ 88,178	\$ 40,092	\$ 31,934	\$ 51,666	\$ 47,411	\$ 44,773	\$ 15,288	\$ 25,596	\$ 41,447	\$ 46,543	\$ 541,138
Indoor playground	8,013	5,807	8,607	5,131	2,057	3,568	2,782	3,251	2,042	3,054	6,160	5,177	55,649
Memberships	139,300	83,683	101,639	73,674	68,059	71,484	68,244	73,477	74,023	88,292	108,899	168,388	1,119,162
Room rentals	26,034	20,287	32,717	29,119	27,176	25,290	21,856	19,529	28,629	27,221	20,320	29,456	307,634
Wave Café	24,419	21,030	30,955	18,308	13,815	17,321	14,982	15,534	11,784	14,877	15,617	18,391	217,033
Commissions	-	73	53	1,579	1,193	1,050	1,733	802	3,417	2,394	1,065	243	13,602
Locker/Vending/Video	3	2,795	2,811	1,444	1,785	1,873	1,604	1,348	1,099	1,641	1,796	3,843	22,042
Merchandise	982	1,069	1,108	1,110	937	1,536	1,468	1,094	396	656	622	713	11,691
Other miscellaneous	(42)	(95)	(43)	29	1	296	56	42	18	21	366	12,697	13,346
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	13,615	113,615
Interest	-	-	-	-	-	-	-	-	-	-	-	65,924	65,924
Transfers in	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	339,000
Total Revenue	285,948	212,120	294,275	198,736	175,207	302,334	188,386	188,100	164,946	192,002	224,542	393,240	2,819,836
Expenditures:													
Personal services	80,502	113,805	109,267	111,237	164,246	116,446	112,900	123,504	111,300	158,776	113,176	160,824	1,475,983
Supplies	15,848	52,201	51,609	58,274	24,061	37,144	38,870	61,592	26,314	56,206	29,329	76,904	528,352
Contractual	8,229	39,893	48,847	45,114	28,652	81,027	33,283	79,182	73,306	76,445	49,392	107,123	670,493
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	104,579	205,899	209,723	214,625	216,959	224,617	185,053	264,278	210,920	291,427	191,897	344,851	2,674,828
Rev Less Exp (monthly)	\$ 181,369	\$ 6,221	\$ 84,552	\$ (15,889)	\$ (41,752)	\$ 67,717	\$ 3,333	\$ (76,178)	\$ (45,974)	\$ (99,425)	\$ 32,645	\$ 48,389	\$ 145,008
Rev Less Exp (Ytd)	\$ 181,369	\$ 187,590	\$ 272,142	\$ 256,253	\$ 214,501	\$ 282,218	\$ 285,551	\$ 209,373	\$ 163,399	\$ 63,974	\$ 96,619	\$ 145,008	

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the following payment of bills as presented by the finance department.

Date	Description	
04/04/16	Accounts payable	\$160,609.57
04/06/16	Accounts payable	\$20,627.66
04/13/16	Accounts payable	\$160,398.78
04/14/16	Accounts payable	\$282,636.13
	Sub-total Accounts Payable	\$ 624,272.14
04/15/16	Payroll (including direct deposits)	\$162,689.57
	Sub-total Payroll	\$ 162,689.57
	Total	\$ 786,961.71

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Springhorn		
Martin		

02/16/2016 Council Meeting

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SHOREVIEW NORTHERN LIGHTS BAND	WINTER CONCERT TICKET SALES	101	22079		301		-\$1,520.00	-\$1,520.00
ACKERMAN, ELIZABETH	TWO BEST GENEALOGY RESOURCES ON THE INTE	220	22040				\$35.00	\$35.00
ALTSTATT, DAWN	AQUATICS - LEVEL 1	220	22040				\$75.00	\$75.00
AMERICAN MESSAGING	LOCKBOX	101	40210	3190		009	\$4.15	\$4.15
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001	\$1.49	\$1.49
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001	\$1.49	\$1.49
BYRNES, CINDY	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
CAMPEAU-SIITARI, LEANN	RSV# 1194147 REFUND REFUND	220	22040				\$25.00	\$25.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX: PAYDATE 04-01-16	101	21720				\$9,502.86	\$9,502.86
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 04-01-16	101	20420				\$156.50	\$156.50
DAGGIT, ROBERT	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
DAVIDSON, RESHEH	RSV# 1194109 REFUND REFUND	220	22040				\$25.00	\$25.00
DUCHARME, CAROL	AQUATICS - LEVEL 2.5	220	22040				\$75.00	\$75.00
ERICSON, PHYLLIS	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$75.00	\$75.00
FINANCE & COMMERCE, INC.	AD FOR BID I694 WATER RELOC PROJ 15-10	425	47000	5950			\$191.78	
FLEET FARM/GE CAPITAL RETAIL B	AG FORKS RAKE	101	43710	2400			\$2.99	\$2.99
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 04-01-16	101	20431				\$2,023.14	\$2,023.14
GENESIS EMPLOYEE BENEFITS INC	VEBA CONTRIBUTIONS: 04-01-16	101	20418				\$6,000.00	\$6,000.00
GOBELY, JENNIFER	RSV# 1194143 REFUND REFUND	220	22040				\$25.00	\$25.00
HAMERNICK DECORATING CENTER	PAINTING OF SHOREVIEW ROOM SOFFIT	220	43800	3810		003	\$1,449.25	\$1,449.25
HER, CHUN	RSV# 1194124 REFUND REFUND	220	22040				\$25.00	\$25.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 04-01-16	101	21750				\$5,873.21	\$5,873.21
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 04-01-16	101	20430				\$1,415.00	\$1,415.00
IDENTITY STORES, LLC	BIRTHDAY PARTY TOWELS	220	43800	2591		001	\$2,512.50	\$2,512.50
JASPER, BETH	CANDLELIGHT YOGA	220	22040				\$102.00	\$102.00
LINDSTROM, KAREN	PASS APRESF TYPE: ANNUAL MEMBERSHIPS PA	220	22040				\$483.16	\$483.16
MENARDS CASHWAY LUMBER **FRIDL	FENCE POST FOR MARKING WATER MAINS	601	45050	2280		001	\$85.92	\$85.92
MENARDS CASHWAY LUMBER *MAPLEW	BERM POSTS	603	45850	2180		002	\$34.13	\$34.13
MICKELSON, SHANNON	RSV# 1194119 REFUND REFUND	220	22040				\$25.00	\$25.00
MIKEL, JESSICA	RSV# 1194084 REFUND REFUND	220	22040				\$25.00	\$25.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 04-01-16	101	20435				\$141.50	\$141.50
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 04-01-16	101	20420				\$36.00	\$36.00
MINNESOTA REVENUE	ID #L1751494720	101	20435				\$105.08	\$105.08
MINNESOTA REVENUE	ID #L2033553984	101	20435				\$150.00	\$150.00
NIEMIEC, ALICIA	AQUATICS - LEVEL 3	220	22040				\$75.00	\$75.00
PARTSMASER	CHOP SAW FOR SHOP	701	46500	2400		006	\$1,609.71	\$1,609.71
PEREIRA, REYNALDO	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$140.00	\$140.00
PHA, MAESEU	RSV# 1194104 REFUND REFUND	220	22040				\$25.00	\$25.00
PICKETT, TEYANA	RSV# 1194100 REFUND REFUND	220	22040				\$25.00	\$25.00
PIHL, JACQUELINE	TWO BEST GENEALOGY RESOURCES ON THE INTE	220	22040				\$35.00	\$35.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 04-01-16	101	21740				\$30,868.27	\$30,868.27
REITER, ELAINE	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
REPUBLIC SERVICES INC #899	MARCH RECYCLING SERVICES	210	42750	3190			\$30,281.11	\$30,281.11
RUDEBUSCH, DEANNA	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
SCHLIEF, NICHOLE	RSV# 1194139 REFUND REFUND	220	22040				\$25.00	\$25.00
SCHMIDT, KAYLA	RSV# 1194132 REFUND REFUND	220	22040				\$25.00	\$25.00
SCHNOBRICHT, JANET	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
SCHOOL AGE CARE, ISD #197	RSV# 1196372 REFUND REFUND	220	22040				\$15.04	\$15.04
SHOREVIEW NORTHERN LIGHTS BAND	WINTER CONCERT TICKET SALES	101	22079		301		\$1,520.00	\$1,520.00
SIEVERT, MAVIS	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$70.00	\$70.00
STANTEC CONSULTING SERVICES IN	DESIGN FEES WATER HEATER PROJECT	405	43800	3810			\$3,321.64	\$3,321.64

COUNCIL REPORT

Vendor Name	Description	FF	GG	00	AA	CC	Line Amount	Invoice Amt
STOSS, LUISA	AQUATICS - PRIVATE L	220	22040				\$148.00	\$148.00
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003	\$1,082.37	\$1,368.61
		101	43710	3210			\$251.21	
		601	45050	3210			\$35.03	
THYSSEN KRUPP ELEVATOR CORPORT	ELEVATOR MAINTENACE FEE	220	43800	3190		004	\$1,137.88	\$1,137.88
TONKIN, ERICA	AQUATICS - LEVEL 2.5	220	22040				\$75.00	\$75.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 04-01-16	101	21710				\$23,606.53	\$59,255.66
		101	21730				\$28,892.16	
		101	21735				\$6,756.97	
TRI TECH DISPENSING	REPAIRS TO WAVE FREEZER	220	43800	3890			\$172.50	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 04-01-16	101	20420				\$43.00	\$43.00
VANG, KALIA	RSV# 1194093 REFUND REFUND	220	22040				\$25.00	\$25.00
VIPOND, VICKI	TWO BEST GENEALOGY RESOURCES ON THE INTE	220	22040				\$35.00	\$35.00
WENDT, AUDRA	AQUATICS - LEVEL 6	220	22040				\$38.00	\$38.00
WRIGHT, CARINA	STAR FISH 1	220	22040				\$150.00	\$150.00
XIONG, NA KING	RSV# 1194088 REFUND REFUND	220	22040				\$500.00	\$500.00
ZHOU, FANG	BASEBALL WARMUP (AGES 6&7)	220	22040				\$38.00	\$38.00
ZIMNY, FRANK	MYSTERY TRIP TO NORTHFIELD & LUNCH	220	22040				\$75.00	\$75.00
Total of all invoices:							\$160,609.57	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AARP C/O MARIETTA BOOTH	AARP SMART DRIVER 4HR 3/23/2016	225	43590	3174		003		\$240.00	
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640				\$1,138.81	\$1,312.65
		101	43710	3950				\$173.84	
ARCHETYPE SIGNMAKERS	POOL SIGNS	225	43520	2170		002		\$890.00	\$1,691.00
		220	43800	2200		002		\$801.00	
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$3.54	
BENSON, AMY	RSV# 1202573 REFUND REFUND	220	22040					\$25.00	\$25.00
C & E HARDWARE	NUTS AND BOLTS FOR CHIPPER BOX	701	46500	2220		001		\$16.40	\$16.40
CHESS	MARCH MTCE PLAN	101	40210	3190		009		\$625.00	\$625.00
CUMMINS NPOWER LLC	GENERATOR REPAIRS CC	220	43800	3810		001		\$2,338.55	\$2,338.55
DEBORAH A. SORENSON, D.C.	PERSONALYSIS: JOHNSON/YANG/FALK/SHAUGHNES	220	43800	4500				\$200.00	\$800.00
		101	42050	4500				\$200.00	
		101	40500	4500				\$400.00	
DUNN, KELLY	STAR FISH 1	220	22040					\$216.00	\$216.00
EMMET D. WILLIAMS ELEMENTARY P	CONTRIBUTION TO PLAYGROUND FUND	405	43710	3810				\$5,000.00	\$5,000.00
FOGARTY, SHANNON	RSV# 1202577 REFUND REFUND	220	22040					\$25.00	\$25.00
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$26.75	
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160		001		\$1,254.89	\$1,254.89
HEIKKENEN, KARI	RSV# 1202557 REFUND REFUND	220	22040					\$25.00	\$25.00
HOME BASE, OAKWOOD	RSV# 1201697 REFUND REFUND	220	22040					\$258.88	\$258.88
IDENTITY STORES, LLC	KIDS CARE/SD/AQ/TUMBLING UNIFORM JACKETS	225	43535	2170		002		\$256.00	\$756.00
		225	43560	2170				\$200.00	
		225	43590	2175	002			\$150.00	
		225	43580	2170		003		\$150.00	
IDENTITY STORES, LLC	KIDS CARE UNIFORM SHIFTS	225	43560	2170				\$297.00	
JARRETT, TEARIA	RSV# 1202547 REFUND REFUND	220	22040					\$25.00	\$25.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
JEFF ELLIS & ASSOCIATES, INC	E & A INSTRUCTOR COURSE WOOD	220	43800	4500		007	\$425.00	\$425.00
KIDCREATE STUDIO	SUMMER DISCOVERY TRIP DEPOSIT	225	43535	3190		001	\$150.00	\$150.00
LEONARD, CHARISSE	RSV# 1202550 REFUND REFUND	220	22040				\$25.00	\$25.00
LIFEGUARD STORE, THE	LIEFJACKETS, RESCUE MANIKIN	225	43520	2170		002	\$80.00	\$461.30
		220	43800	2200		002	\$381.30	
MATHESON TRI-GAS INC	CO2 FOR WHIRL POOL	220	43800	2160		002	\$106.91	
MAYER ARTS, INC	WISH UPON A BALLET CLASS	225	43580	3170			\$660.00	\$660.00
MOORE MEDICAL, LLC	POOL FIRST AID SUPPLIES	220	43800	2200		001	\$454.51	\$478.98
		101	40210	2180		003	\$24.47	
PELOQUIN, JENNIFER	RSV# 1202564 REFUND REFUND	220	22040				\$25.00	\$25.00
PLUMMASTER, INC	TOOL TOTE FOR SHOP TOOLS	220	43800	2400			\$17.99	\$17.99
RAMSEY COUNTY	PUBLIC SWIMMING POOL LICENSE-SPA	220	43800	3190		007	\$318.00	\$318.00
RAMSEY COUNTY	PUBLIC SWIMMING POOL LICENSE	220	43800	3190		007	\$632.00	\$632.00
REID, CHARLES	RSV# 1202525 REFUND REFUND	220	22040				\$100.00	\$100.00
RODRIGUEZ, CAROLINA	RSV# 1202517 REFUND REFUND	220	22040				\$50.00	\$50.00
RYAN, JILL	RSV# 1202535 REFUND REFUND	220	22040				\$25.00	\$25.00
SPECIALTY TRUCK EQUIPMENT	SLING/SLIP HOOKS	701	46500	2400			\$106.00	\$106.00
STARK, RICK	BARLEY STRAW PELLETS FOR PONDS	603	45850	2180		002	\$828.00	\$828.00
STUCKEY, TROY	RSV# 1202544 REFUND REFUND	220	22040				\$25.00	\$25.00
T-MOBILE	CELL SERVICE - 2/27/16 - 3/26/16	601	45050	3190			\$60.65	
UNIVERSITY OF MINNESOTA	TREE INSPECTOR WORKSHOP FORTMAN, ALBERS	101	42050	4500			\$170.00	\$170.00
VANG, CHOUA	RSV# 1202540 REFUND REFUND	220	22040				\$500.00	\$500.00
WHITEAKER, KYREEN	RSV# 1202565 REFUND REFUND	220	22040				\$25.00	\$25.00

Total of all invoices: \$20,627.66

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ACE SOLID WASTE	SOLID WASTE COLLECTION	701	46500	3640		001		\$259.23	
AID ELECTRIC CORPORATION	WELL 6 GENERATOR	601	45050	5800				\$2,000.00	\$2,000.00
AUTOMOTIVE REFLECTIONS	REPAIRS AND DETAILING UNIT 308	701	46500	3190		002		\$1,408.50	\$1,408.50
BAUER BUILT TIRE AND BATTERY I	TRAILER TIRES	701	46500	2230		002		\$167.82	\$167.82
BEACON ATHLETICS	LONG RAKE FOR BALLFIELDS	101	43710	2400				\$69.00	\$69.00
BEISSWENGERS HARDWARE	PUNCH SETS FOR PLAYGROUND REPAIRS	101	43710	2400				\$56.94	\$56.94
BEISSWENGERS HARDWARE	OUTLET COVERS AND SOCKET ADAPTERS	101	43710	2240				\$22.44	\$22.44
BEISSWENGERS HARDWARE	CLEANING SUPPLIES FOR DRINKING FOUNTAINS	101	43710	2110				\$11.26	\$11.26
BEISSWENGERS HARDWARE	RAT AND MICE CONTROL HWY 96 MEDIANS	101	43710	2260				\$20.29	\$20.29
BEISSWENGERS HARDWARE	HEDGE TRIMMER SHARPENING	701	46500	3190		002		\$70.00	\$70.00
BEISSWENGERS HARDWARE	TOOLS FOR SKATE PARK REPAIRS	101	43710	2400				\$181.55	\$181.55
BEISSWENGERS HARDWARE	LOCK PLIERS FOR SKATE PARK REPAIRS	101	43710	2400				\$32.18	\$32.18
BLACKBURN MANUFACTURING COMPAN	PAINT FOR WATER SEWER AND IRRIGATION	601	45050	2280		001		\$486.72	\$805.68
		602	45550	2280		001		\$243.36	
		101	43710	2240				\$75.60	
BLACKBURN MANUFACTURING COMPAN	FLAGS FOR LOCATING	601	45050	2280		001		\$106.64	
BRAKE & EQUIPMENT WAREHOUSE	BRAKES UNIT 312	701	46500	2220		001		\$81.53	\$81.53
BRAKE & EQUIPMENT WAREHOUSE	BRAKES UNIT 312	701	46500	2220		001		\$47.10	\$47.10
BRAKE & EQUIPMENT WAREHOUSE	BRAKES UNIT 202	701	46500	2220		001		\$463.83	\$463.83
BRAKE & EQUIPMENT WAREHOUSE	CORE RETURN	701	46500	2220		001		-\$149.95	-\$149.95
BRAKE & EQUIPMENT WAREHOUSE	TRAILER BRAKE LINES	701	46500	2220		002		\$99.86	\$99.86
C & E HARDWARE	ROLL OF FLASHING FOR STREET LIGHTS	604	42600	2180				\$9.99	\$9.99
CDW GOVERNMENT, INC	LASERJET DESKTOP PRINTERS-FRED&DEB	422	40550	5800		012		\$572.58	\$572.58
CDW GOVERNMENT, INC	DISPLAY MONITOR REPLACEMENT FOR PARKS	422	40550	5800		020		\$1,507.45	\$1,507.45
CDW GOVERNMENT, INC	STAND FOR BARCODE SCANNER-PARKS	101	40550	2010		001		\$53.76	\$53.76
CDW GOVERNMENT, INC	WIRELESS USB ADAPTER	101	40550	2010		001		\$68.07	\$68.07
DAVE'S SPORT SHOP	BASKETBALL NETS FOR PARKS	101	43710	2240				\$48.00	\$48.00
DAVE'S SPORT SHOP	INFIELD DRAG MAT	101	43710	2240				\$399.99	\$399.99
DAYSRING PRODUCTIONS INC	LAMP REPLACEMENT	230	40900	3190				\$4,927.99	\$4,927.99
DAYSRING PRODUCTIONS INC	CREDIT MEMO 3-22-16 LABOR CHARGE	230	40900	3190				-\$415.00	-\$415.00
DLT SOLUTIONS	AUTOCADD PREMIUM SUBSCRIPTION	101	40550	3860		002		\$1,046.37	\$1,046.37
DLT SOLUTIONS	AUTOCADD PREMIUM SUBSCRIPTION	101	40550	3860		002		\$1,020.85	\$1,020.85
FERGUSON WATERWORKS #2516	HYDRANT GATE VALVE	601	45050	2280		001		\$326.80	\$326.80
GARELICK STEEL COMPANY	CHUSHMAN DRAG BAR REPAIRS	701	46500	2220		002		\$170.50	\$170.50
GARELICK STEEL COMPANY	SHOP SUPPLIES - STEEL	701	46500	2220		003		\$75.00	\$75.00
GOODIN COMPANY	CLOSET SPUDS FOR TOILETS	101	43710	2240				\$87.32	\$87.32
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190		001		\$92.44	
		602	45550	3190		001		\$92.44	
		603	45850	3190		001		\$92.44	
		604	42600	3190				\$92.43	\$369.75
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$35.34	\$35.34
GRAINGER, INC.	TELESCOPIC EXTENTION POLES HOLIDAY LITES	101	43710	2400				\$298.34	\$298.34
GRAINGER, INC.	HEAVY DUTY EXTENTION POLE HOLIDAY LITES	101	43710	2400				\$125.58	\$125.58
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$2,092.80	\$2,092.80
GRAINGER, INC.	MARKING PAINT FOR LAYING OUT FIELDS	101	43710	2260				\$184.56	
GREENHAVEN PRINTING	MAR/APRIL SHOREREVIEWS	101	40400	3220		002		\$3,906.20	\$22,743.20
		101	40400	3390		001		\$18,837.00	
HAWKINS, INC.	FLOUORIDE FOR BOOSTER	601	45050	2160		001		\$416.15	\$416.15
HIGH POINT NETWORKS, LLC	10G ETHERNET CABLE	101	40550	2010		001		\$150.00	\$150.00
HILLCREST ANIMAL HOSPITAL	IMPOUND FEES	101	41100	3190		003		\$20.00	\$20.00
HUGO EQUIPMENT COMPANY	2 ECHO WEED TRIMMERS	101	43710	2400				\$319.98	

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
HUGO EQUIPMENT COMPANY	ZERO TURN MOWER WITH BLOWER AND BAGGER	701	46500	5800			\$8,913.44	\$8,913.44
HUGO EQUIPMENT COMPANY	STAND-ON SPREADER/SPRAYER	701	46500	5800			\$7,328.36	\$7,328.36
HUGO EQUIPMENT COMPANY	HAND TOOL PARTS	701	46500	2220		002	\$153.25	\$153.25
HUGO EQUIPMENT COMPANY	HAND TOOL PARTS	701	46500	2220		002	\$15.28	\$15.28
INNOVATIVE OFFICE SOLUTIONS LL	11 X 17 COPY PAPER	101	40200	2010		001	\$70.24	\$70.24
INSTRUMENTAL RESEARCH INC	SAMPLES	601	45050	3190		001	\$225.00	\$225.00
JB WIRELESS	MAINT ON CELL ANTENNA SYSTEM	101	40550	3860		004	\$468.00	\$468.00
LARSON COMPANIES	FILTERS FOR VEHICLES	701	46500	2220		001	\$31.20	\$31.20
LARSON COMPANIES	FILTERS FOR VEHICLES	701	46500	2220		001	\$48.88	\$48.88
LARSON COMPANIES	EQUIPMENT FILTERS	701	46500	2220		002	\$19.74	\$19.74
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	425	47000	5950			\$43.00	\$105.35
		578	47000	5950			\$62.35	
MARCO INC	SERVER MAINTENANCE COVERAGE (3 SERVERS)	101	40550	3860			\$1,410.00	\$1,410.00
MARCO INC	SERVER MAINTENANCE COVERAGE (2 SERVERS)	101	40550	3860		004	\$1,294.00	\$1,294.00
MENARDS CASHWAY LUMBER **FRIDL	CO/SMOKE DETECTOR FOR RCF CONCESSION	101	43710	2240			\$68.52	\$68.52
MENARDS CASHWAY LUMBER **FRIDL	AIR BLOW GUNS FOR PARK SHOP	101	43710	2400			\$16.44	\$16.44
MINNESOTA EQUIPMENT	SPINDLE AND CAP FOR JD1585 MOWER DECK	701	46500	2220		002	\$98.10	\$98.10
MINNESOTA EQUIPMENT	GAUGE WHEEL JD1585 MOWERS	701	46500	2220		002	\$90.30	\$90.30
MINNESOTA EQUIPMENT	JD1585 & LANDPRIDE MOWER PARTS	701	46500	2220		002	\$651.02	\$651.02
MINNESOTA RECREATION & PARK AS	AQUATICS SPECIALISTS RECRUITING	101	40210	3360		002	\$100.00	\$100.00
NAPA AUTO PARTS	SMALL ENGINE OIL	701	46500	2130		001	\$47.88	\$47.88
NAPA AUTO PARTS	TRAILER ELEC CONNECTION	701	46500	2220		002	\$4.99	\$4.99
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO BANQUET ROOM LIGHTING	220	43800	3810		003	\$458.13	\$458.13
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010		008	\$21.99	\$172.24
		101	40200	2010		002	\$147.29	
		101	40210	2180			\$2.96	
ON SITE SANITATION INC	TOILET RENTAL FOR BUCHER PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR LAKE JUDY PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR MCCULLOUGH PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR RICE CREEK FIELDS	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR SHAMROCK PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR SITZER PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR BOBBY THEISEN PARK	101	43710	3950			\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL FOR WILSON PARK	101	43710	3950			\$75.00	\$75.00
OXYGEN SERVICE COMPANY	WELDING SUPPLIES	701	46500	2220		003	\$59.68	\$59.68
PRECISE MRM, LLC	DATA USAGE CHARGE	701	46500	4330		002	\$162.76	
PRESS PUBLICATIONS	PT NIGHT CUSTODIAN & BULLET LIST	101	40210	3360		001	\$571.00	
RAMSEY COUNTY	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330			\$177.84	\$177.84
RAMSEY COUNTY	911 DISPATCH FEE	101	41100	3190		002	\$8,444.78	\$8,444.78
RAMSEY COUNTY	CAD SERVICES	101	41100	3190		003	\$1,835.89	\$1,835.89
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES - APRIL	101	41100	3190		001	\$54,197.80	\$54,197.80
RAMSEY COUNTY	HAZARDOUS GENERATORS LICENSE FEE	701	46500	4330			\$87.00	\$87.00
RIVARD COMPANIES INC	REC-STEP CERT. PLAYGROUND MULCH	101	43710	2260			\$1,715.00	\$1,715.00
RT VISION INC	ONEOFFICE ANNUAL SUPPORT AND TRAINING CO	101	42050	3190		006	\$540.00	\$3,240.00
		101	40550	3860		002	\$2,700.00	
SIMPLEXGRINNELL LP	INSPECTION OF FIRE SUPPRESSION SYSTEM MC	701	46500	3196		002	\$1,559.17	\$1,559.17
ST PAUL PIONEER PRESS	PT CUSTODIAN AD	101	40210	3360		001	\$804.00	\$804.00
STAR TRIBUNE	DEPUTY CITY CLERK, IT, AQUATIC ADS	101	40210	3360		002	\$2,340.40	\$2,340.40
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$65.60	\$65.60
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$2,134.37	\$2,134.37
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110			\$524.44	\$524.44

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$525.98	\$525.98
SUPPLYWORKS	REPLACEMENT SCRUBBER.	220	43800	2400				\$3,954.29	\$3,954.29
SUPPLYWORKS	REPAIRS TO SCRUBBER	220	43800	3890				\$172.48	\$172.48
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$237.40	\$237.40
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$329.51	\$329.51
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$71.94	\$71.94
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$1,872.03	\$1,872.03
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$507.30	\$507.30
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$183.91	
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$104.41	\$104.41
TRI STATE BOBCAT, INC.	LATCH ASSEMBLY FOR BOBCAT MILLER	701	46500	2220		002		\$139.23	\$139.23
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$43.92	\$175.70
		601	45050	3970		001		\$43.92	
		602	45550	3970		001		\$43.92	
		603	45850	3970		001		\$21.97	
		701	46500	3970		001		\$21.97	
UNIFIRST CORPORATION	UNIFORM RENTAL FOR PARK MAINT	101	43710	3970				\$71.87	
UNIFIRST CORPORATION	UNIFORM RENTAL FOR COMM CNTR MAINT	220	43800	3970				\$63.38	\$63.38
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$44.18	\$176.70
		601	45050	3970		001		\$44.18	
		602	45550	3970		001		\$44.18	
		603	45850	3970		001		\$22.08	
		701	46500	3970		001		\$22.08	
UNIFIRST CORPORATION	UNIFORM RENTAL FOR PARK MAINT	101	43710	3970				\$70.84	\$70.84
UNIFIRST CORPORATION	UNIFORM RENTAL FOR COMM CNTR MAINT	220	43800	3970				\$62.48	\$62.48
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$43.93	\$175.70
		601	45050	3970		001		\$43.93	
		602	45550	3970		001		\$43.93	
		603	45850	3970		001		\$21.95	
		701	46500	3970		001		\$21.96	
VAN PAPER COMPANY	TOILET TISSUE FOR CRACK FILLING	101	42200	2180		001		\$470.30	\$470.30
VISU-SEWER CLEAN & SEAL INC	JETTING LEXINGTON AVE	602	45550	3190		002		\$612.50	
YALE MECHANICAL INC	CLEANING POOL BOILERS	220	43800	3810		007		\$1,403.00	\$1,403.00
YALE MECHANICAL INC	REPAIRS TO POOL AHU	220	43800	3810		007		\$2,275.99	\$2,275.99
YALE MECHANICAL INC	REPAIRS TO WOMEN'S POOL VAV	220	43800	3810		007		\$645.75	\$645.75
YALE MECHANICAL INC	REPAIRS TO POOL AHU AND EXHAUST FAN	220	43800	3810		007		\$1,131.73	\$1,131.73
ZARNOTH BRUSH WORKS, INC.	SWEeper BROOMS	701	46500	2220		002		\$2,245.00	\$2,245.00
Total of all invoices:									\$160,398.78

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ADENODI, KEMI	RSV# 1210021 REFUND REFUND	220	22040					\$100.00	\$100.00
ALLEN, DEANNE	PLANNING COMMISSION, CITY COUNCIL MINUTE	101	44100	3190				\$150.00	\$350.00
		101	40200	3190		001		\$200.00	
ALLEN, DEANNE	EDA MINUTES 4-4-16	240	44400	3190		002		\$200.00	
ANCHOR PAPER COMPANY	COPY PAPER LESS DISCOUNT \$8.21	101	40200	2010		001		\$812.59	\$812.59
ARCHETYPE SIGNMAKERS	EMPLOYEE NAME PLAQUES	220	43800	2180				\$190.00	\$190.00
BARTON, CASSONDRA	RSV# 1210053 REFUND REFUND	220	22040					\$25.00	\$25.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$4.19	\$4.19
CENTRAL RESTAURANT PRODUCTS	REPLACEMENT PIZZA OVEN -WAVE CAFE	220	43800	2180		006		\$235.58	\$235.58
CHAVEZ, DAZHIA	RSV# 1210036 REFUND REFUND	220	22040					\$25.00	\$25.00
CHMIELEWSKI, KEVIN	308 TO ARIES FOR CAMERA	701	46500	2120		001		\$37.69	\$74.69
		701	46500	2120		002		\$37.00	
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$466.08	\$466.08
COMCAST	COMMUNITY CENTER CABLE	220	43800	3190		001		\$184.39	\$184.39
COMPANY, KIDS	RSV# 1203907 REFUND REFUND	220	22040					\$67.95	\$67.95
CONDON, DAVID	RSV# 1206713 REFUND REFUND	220	22040					\$180.00	\$180.00
COORDINATED BUSINESS SYSTEMS	MITA LASER PRINTER USAGE FEE	101	40550	3860		004		\$174.08	\$174.08
CULLIGAN	IRON FILTER SERVICE FEES POOL	220	43800	3190		007		\$88.00	\$88.00
EICHTEN, AMBER OR TRAVIS	REFUND CLOSING OVRPYMT-1739 HILLVIEW RD	601	36190			003		\$145.70	\$145.70
FERRIS, PAT	RSV# 1210047 REFUND REFUND	220	22040					\$25.00	\$25.00
FLEET FARM/GE CAPITAL RETAIL B	JEANS FOR KEVIN	601	45050	3970		002		\$65.97	\$131.95
		602	45550	3970		002		\$65.98	
FRAUENSHUH HOSPITALITY GROUP O	REFUND FOR COMPREHENSIVE SIGN PLAN	101	34830					\$200.00	
GENESIS EMPLOYEE BENEFITS INC	FLEX REIMBURSEMENTS: 04-08-16	101	20431					\$1,167.47	\$1,167.47
GOPHER	COMMUNITY CENTER BASKETBALLS	220	43800	2180		003		\$744.00	\$744.00
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	COOKIE SERVICE	220	43800	2591		003		\$24.20	\$24.20
GRANDMA'S BAKERY	COOKIE SERVICE	220	43800	2591		003		\$43.18	\$43.18
GREATER METROPOLITAN HOUSING C	2016 HOUSING RESOURCE CENTER SERVICES	241	44500	3190				\$12,000.00	\$12,000.00
GRITTNER, MARGARET	REFUND CLOSING OVRPYMT-251 GRAMSIE ROAD	601	36190			003		\$130.78	\$130.78
HAACK, MELISSA	AQUATICS - PRESCHOOL	220	22040					\$55.00	\$55.00
HALLIBURTON, TAVIEAL	RSV# 1210106 REFUND REFUND	220	22040					\$25.00	\$25.00
HAMLINE UNIVERSITY	METRO WATERSHED PARTNERS 2016	101	42050	4330				\$1,000.00	\$1,000.00
HAMM, DIANE	REFUND CLOSING OVRPYMT-3475 CHANDLER RD	601	36190			003		\$25.90	\$25.90

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$534.00	\$534.00
HODGE, JENICE	RSV# 1210102 REFUND REFUND	220	22040				\$25.00	\$25.00
J.P. COOKE COMPANY	DOG & CAT LICENSE TAGS	101	40500	2010		001	\$214.82	\$214.82
JACOBSON, GAYLE	CPR AED & FA	220	22040				\$97.00	\$97.00
JONES, EUKARIYE	RSV# 1210091 REFUND REFUND	220	22040				\$25.00	\$25.00
JORGENSEN, SADIE	RSV# 1210034 REFUND REFUND	220	22040				\$25.00	\$25.00
JUSTIN, DAVID	CPR AED & FA	220	22040				\$97.00	\$97.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/APRIL 2016	220	43800	3960	004		\$1,320.00	\$1,320.00
KAVATHEKAR, RAHUL	SNORKELING	220	22040				\$22.00	\$22.00
KOOPMAN, LORI	RSV# 1210026 REFUND REFUND	220	22040				\$25.00	\$25.00
LAPHAM, JUDY	RSV# 1210088 REFUND REFUND	220	22040				\$25.00	\$25.00
LEAGUE OF MINNESOTA CITIES	MN CITIES STORMWATER CONTRIBUTIONS 2016	101	42050	4330			\$965.00	\$965.00
LINDUS CONSTRUCTION, INC.	PERMIT REFUND 2016-00019 4745 CHANDLER	101	32500				\$397.95	\$413.45
		101	20802				\$10.50	
		101	34850				\$5.00	
LOYD, EDLISHA	RSV# 1210072 REFUND REFUND	220	22040				\$25.00	\$25.00
MALAGON, MEAGHAN	RSV# 1210057 REFUND REFUND	220	22040				\$25.00	\$25.00
MASTER-LINK SPORTS INC	REPAIRS TO MACHINES IN FITNESS CENTER	220	43800	3890			\$1,551.00	
MATTIX, LEANNA	RSV# 1210082 REFUND REFUND	220	22040				\$50.00	\$50.00
MCGUIGAN, KAREN	DANCE FIT STRENGTH	220	22040				\$62.00	\$62.00
MERCADO, LINDA	CREDIT BALANCE REFUND REFUND	220	22040				\$40.00	\$40.00
METROPOLITAN COUNCIL	SEWER SERVICE-MAY 2016	602	45550	3670			\$149,121.81	\$149,121.81
METROPOLITAN COUNCIL ENVIRONME	SAC CHARGES FOR MARCH 2016	602	20840				\$49,700.00	\$49,203.00
		602	34060				-\$497.00	
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: MARCH 2016	701	46500	2120			\$251.66	
MINNESOTA DEPARTMENT OF REVENUE	SALES USE TAX: MARCH 2016	220	21810				\$15,553.00	\$17,177.00
		701	46500	2120		003	\$38.00	
		601	21810				\$1,575.00	
		220	43800	3610			\$8.41	
		220	43800	2140			\$2.76	
		240	44400	2180			-\$.17	
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$448.36	\$448.36
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$615.90	\$615.90
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$556.01	\$556.01
MNDOT	TRAINING MAY 19 WESOLOWSKI, YANG	101	42050	4500			\$400.00	
MOORE, TAQUANDA	RSV# 1210043 REFUND REFUND	220	22040				\$50.00	\$50.00
MULLER, AMY	RSV# 1210031 REFUND REFUND	220	22040				\$25.00	\$25.00
OPEL, RONALD	PASS APREGS TYPE: ANNUAL MEMBERSHIPS PA	220	22040				\$365.00	\$365.00
PETERSON, AGNES	REFUND CLOSING OVRPYMT-1220 RAVENSWOOD	601	36190			003	\$84.79	\$84.79
PETRULO, VANESSA	AQUATICS - PRESCHOOL	220	22040				\$65.00	\$65.00
PLUG'N PAY TECHNOLOGIES INC.	MAR/RETAIL/CC FEES 2016	220	43800	4890		002	\$265.02	\$387.82
		225	43400	4890			\$122.80	
PLUG'N PAY TECHNOLOGIES INC.	MAR/ECOMM/CC FEES	220	43800	4890		002	\$4.73	
		225	43400	4890			\$80.62	\$85.35
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001	\$500.00	
		601	45050	3220		001	\$500.00	\$1,000.00
PRESS PUBLICATIONS	SUMMER CAMP DIRECTORY LISTINGS	225	43400	3390			\$485.00	
PRESS PUBLICATIONS	MV SPORTS PREVIEW "SPRING IN STEP" AD	220	43800	2201		001	\$60.00	\$60.00
QUINN, KARI	RSV# 1210049 REFUND REFUND	220	22040				\$25.00	\$25.00
RICOH USA INC.	MAINTENANCE: 2352 & 3003 COPIES	101	40200	3850		002	\$214.63	\$214.63
RICOH USA, INC.	LEASE: MPC3003 C84066191 4/23-5/22/16	101	40200	3930		002	\$273.62	\$273.62

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
RICOH USA, INC.	LEASE: 6502 COPIER/4-21-16/5-20-16	101	40200	3930		002	\$1,947.00	\$1,947.00
ROBERSON, JOANNA	MIND/BODY YOGA	220	22040				\$91.00	\$91.00
RODRIGUEZ, EDUARDO	RSV# 1210095 REFUND REFUND	220	22040				\$25.00	\$25.00
SARGENT, JULI	RSV# 1210033 REFUND REFUND	220	22040				\$25.00	\$25.00
SCHMIDT, DEB	RSV# 1210060 REFUND REFUND	220	22040				\$25.00	\$25.00
SCHUTTA, STEPHANIE	TUITION REIMBURSEMENT LEAD 651	225	43400	4500			\$2,085.00	
SOHN, JOANNE	BALLET FITNESS	220	22040				\$79.00	\$79.00
SOHN, JOANNE	CORE FUSION	220	22040				\$62.00	\$62.00
TAN, XUELAI	MINI KICKERS SOCCER (AGES 6-8)	220	22040				\$130.00	\$130.00
TEXON TOWEL & SUPPLY INC	TOWELS FOR RESALE	220	43800	2591		002	\$631.30	\$631.30
U S BANK CREDIT CARD FEES	MAR 2016 CREDIT CARD FEES	220	43800	4890		002	\$4,443.00	\$9,067.95
		225	43400	4890			\$4,624.95	
UPPER CUT TREE SERVICES INC	WO 16-01 PRIVATE TREE REMOVAL OAK WILT	101	43900	3190		003	\$492.78	
UPPER CUT TREE SERVICES INC	WO 16-02 BLVD AND 16-04 MDA EAB SAMPLING	101	43900	3190		002	\$400.00	\$400.00
VANMASSENHOVE, APRIL	RSV# 1210029 REFUND REFUND	220	22040				\$25.00	\$25.00
VERROS, KAY	ZUMBA	220	22040				\$70.38	\$70.38
VITALE, NITALIE	RSV# 1210068 REFUND REFUND	220	22040				\$25.00	\$25.00
WAGNER, ERIC	RSV# 1210064 REFUND REFUND	220	22040				\$25.00	\$25.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$976.24	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$875.36	\$875.36
WATSON COMPANY	EMPLOYEE BREAK ROOM SUPPLIES	101	40800	2180			\$188.09	\$188.09
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$74.33	\$74.33
WESTERMAN, SANDRA	SUPERSITTER BABYSITT	220	22040				\$56.00	\$56.00
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001	\$60.00	\$60.00
WOELTGE, TERRY	REFUND CLOSING OVRPYMT-3471 CHURCHILL ST	601	36190			003	\$30.90	\$30.90
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS	101	42200	3610			\$43.04	\$43.04
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610			\$2,740.60	\$4,772.33
		701	46500	2140			\$2,031.73	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$14,637.37	
XIONG, LINDA	RSV# 1210040 REFUND REFUND	220	22040				\$25.00	\$25.00
Total of all invoices:								\$282,636.13

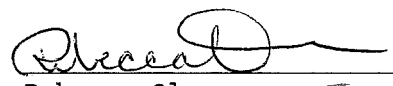
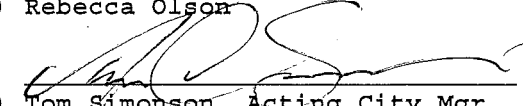
Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,241
Vendor number	00260 1 2016
Vendor name	GREENHAVEN PRINTING
Address	4575 CHATSWORTH STREET N SHOREVIEW, MN 55126

Date	Comment line on check	Invoice number	Amount
03-18-16 ✓	MAR/APRIL SHOREVIEWS	160388	\$22,743.20 ✓

Account Coding	Amount
101 40400 3220 002	\$3,906.20
101 40400 3390 001	\$18,837.00

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by:  (signature required) Rebecca Olson	
Approved by:  (signature required) Tom Simonson, Acting City Mgr	

Two quotes must be attached to purchase voucher
for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,349
Vendor number	00416 1 2016
Vendor name	METROPOLITAN COUNCIL ✓
Address	PO BOX 856513 MINNEAPOLIS MN 55485-6513 ✓

Date	Comment line on check	Invoice number	Amount
04-04-16 ✓	SEWER SERVICE-MAY 2016	1053925 -	\$149,121.81 -

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:

Account Coding

Amount

602 45550 3670

\$149,121.81

Is sales tax included on invoice?

Not Taxable

If no, amount subject to sales use tax \$

Reviewed by:

(signature required) Debbie Engblom

Approved by:

(signature required) Terry Schwerm

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,288	Attach SAC-A to check
Vendor number	01171 1	2016
Vendor name	METROPOLITAN COUNCIL ENVIRONMENTAL	
Address	SERVICES 390 NORTH ROBERT STREET ST. PAUL MN 55101	

Date	Comment line on check	Invoice number	Amount
04-06-16	SAC CHARGES FOR MARCH 2016	040616	\$49,203.00

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:

Account Coding

Amount

602 20840	\$49,700.00
602 34060	-\$497.00

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Mary Lucht</u> (signature required) Mary Lucht	
Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,135
Vendor number	01446 1 2016
Vendor name	TREASURY, DEPARTMENT OF
Address	INTERNAL REVENUE SVC - EFT/NO CHECK EFTPS ENROLLMENT PROCESSING P.O. BOX 4210 IOWA CITY IA 52244

Date	Comment line on check	Invoice number	Amount
03-30-16	FEDERAL WITHHOLDING TAX: 04-01-16	040116	\$59,255.66

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:	
------------	--

Account Coding	Amount
101 21710	\$23,606.53
101 21730	\$28,892.16
101 21735	\$6,756.97

SEE PERMANENT
PAYROLL RECORDS

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
<p>Reviewed by: <u>MT Roesler</u> (signature required) Terese Roesler</p> <p>Approved by: <u>Terry Schwerm</u> (signature required) Terry Schwerm</p>	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,136
Vendor number	00545 1 2016
Vendor name	PUBLIC EMPLOYEES RETIREMENT ASSOC. —
Address	P.O. BOX 75608 ST. PAUL MN 55175-0608 EFT TRANSACTION - NO CHECK PRINTS

Date	Comment line on check	Invoice number	Amount
03-30-16 ✓	EMPL/EMPLOYER CONTRIBUTIONS: 04-01-16	040116 ✓	\$30,868.27 ✓

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

[] Purchase was made through the state's cooperative purchasing venture.

[] Purchase was made through another source. The state's cooperative purchasing venture was considered.

[X] Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
101 21740	\$30,868.27

SEE PERMANENT
PAYROLL RECORDS

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>MTMowder</u> (signature required) Terese Roesler	
Approved by: <u>TZ</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	55,198
Vendor number	01901 1 2016
Vendor name	REPUBLIC SERVICES INC #899 ✓
Address	PO BOX 9001154 LOUISVILLE, KY 40290-1154 ✓

Date	Comment line on check	Invoice number	Amount
03-25-16	MARCH RECYCLING SERVICES ✓	0899-002824905 ✓	\$30,281.11 ✓

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

[] Purchase was made through the state's cooperative purchasing venture.

[] Purchase was made through another source. The state's cooperative purchasing venture was considered.

[X] Cooperative purchasing venture consideration requirement does not apply.

Return to:	
------------	--

Account Coding	Amount
210 42750 3190	\$30,281.11

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$

Reviewed by: Neva Widner 4/1/16
(signature required)

Approved by: Terry Schwerm
(signature required)

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the License Applications as listed on the attached report dated April 18, 2016.

ROLL CALL:	AYES _____	NAYS _____
JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

April 18, 2016
Regular City Council Meeting

CITY OF SHOREVIEW – LICENSE APPLICATIONS
April 18, 2016

<u>LICENSE #</u>	<u>BUSINESS NAME</u>	<u>TYPE</u>
2016-00033	LCS Lawn & Tree Service	Tree Trimmer

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To Approve Resolution No. 16-34, Supporting Ramsey County's "A Start by Believing Community" initiative.

ROLL CALL:	AYES _____	NAYS _____
Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Springhorn	_____	_____
Martin	_____	_____

Regular Council Meeting
April 18, 2016

TO: Mayor and City Council members

FROM: Rebecca Olson, Assistant to the City Manager

DATE: April 7, 2016

SUBJECT: Resolution in Support of the Ramsey County “A Start by Believing Community” Initiative

INTRODUCTION

Mayor Sandy Martin was recently contacted by Ramsey County asking the City to consider passing a resolution in support of a new initiative titled “Ramsey County: A Start by Believing Community”. This is a joint initiative by Saint Paul – Ramsey County Public Health and the Ramsey County Attorney’s Office in support of the “Start by Believing” national public awareness campaign designed to improve the response to sexual violence survivors.

BACKGROUND

The goal of the joint Ramsey County initiative is to partner with other county departments, local law enforcement, community groups and residents to provide education, training and outreach to reduce the disbelief, shame and blame sexual violence survivors encounter.

Attached is a sample resolution of support as well as background material provided by Ramsey County. Additionally, Ramsey County is planning on holding a community presentation and dialogue on April 13 to kick off this initiative and the flyer for that event is also included.

RESOLUTION NO. 16-34

RESOLUTION IN SUPPORT OF THE RAMSEY COUNTY: A START BY BELIEVING COMMUNITY INITIATIVE

WHEREAS, The Centers for Disease Control and Prevention (CDC) reports 1 in 6 women and 1 in 33 men in the United States experience rape or attempted rape, at some point in their lives, and data from other sources report the rate for women is as high as 1 in 4; and

WHEREAS, according to a study by the University of Minnesota, the number of Minnesota women reporting a date-related sexual assault rises from 12 percent by the time they graduate from high school, 29 percent by age 23, to 33 percent by mid-life; and

WHEREAS, an analysis of the Minnesota Student Survey data by the University of Minnesota estimated 60 percent of teen first pregnancies in Minnesota are preceded by experiences of molestation, rape, or attempted rape; and

WHEREAS, 188 cases of child sexual abuse in Ramsey County were identified among reported cases of maltreatment in 2011; and

WHEREAS, current estimates suggest no more than 20 percent of sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and

WHEREAS, research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with disbelief, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being and do not report their assault to law enforcement; and

WHEREAS, the national public awareness campaign "Start by Believing" is designed to improve the initial responses of friends, family members, and community professionals, including law enforcement and prosecutors, so they can help victims to access supportive resources and report their assaults; and

WHEREAS, Ramsey County has worked collaboratively across departments and with community partners for many years to prevent and respond to sexual violence in the community; and

WHEREAS, public health and the criminal justice system have different roles and responsibilities, but are united in the goals to prevent and reduce sexual violence in our community, from children to vulnerable adults;

NOW THEREFORE BE IT RESOLVED by the Shoreview City Council, that the City supports the efforts of the **Ramsey County: A Start by Believing Community** initiative and its goal for everyone to believe victims upon report, and will join in their efforts to expand support for sexual violence survivors through training, education and outreach.

The motion of the foregoing resolution was duly seconded by Member _____ and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the ____ day of _____, 2016.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the ____ day of _____, 2016, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to approving a Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this ____ day of _____, 2016.

Terry Schwerm, City Manager

PROPOSED MOTION

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution 16-30 authorizing the City Manager to enter into a grant agreement with the Minnesota Pollution Control Agency for the Environmental Assistance Grant Program if the City is awarded funds through this program. Funds will be used to assist with the Comprehensive Plan revision.

ROLL CALL:

AYES

NAYS

Johnson

Quigley

Springhorn

Wickstrom

Martin

Regular City Council Meeting
April 18, 2016

TO: Mayor, City Council, City Manager

FROM: Kathleen Castle, City Planner

DATE: April 14, 2016

SUBJECT: Environmental Assistance Grant

Introduction

The City has submitted an application for the Environmental Assistance Grant Program administered by the Minnesota Pollution Control Agency. The City is requesting funding through this program for financial assistance related to the upcoming revision of the Comprehensive Plan.

Environmental Assistance Grant Program

The Environmental Assistance Grant Program provides financial assistance for the development of environmentally sustainable practices in Minnesota through voluntary partnerships and goal-oriented, economically driven approaches to pollution prevention and resource conservation. One of the grant categories addresses City Sustainability Planning. The program recognizes the need for metropolitan communities to revise their Comprehensive Plans by December, 2018 in accordance with the regional policies set forth by the Metropolitan Council. Funding is available to assist and encourage communities to address the impacts of climate change and better incorporate resiliency into the planning document. The maximum grant award is \$15,000 and requires a 25% match by the community.

Project Proposal

The City submitted a grant earlier this week in accordance with the April 13th deadline. The project proposal requested \$15,000 in funds to assist the City with Comprehensive Plan revision. The goal of the project is to adopt a Plan that incorporates resiliency, addresses climate change and integrates our local infrastructure system (stormwater, sanitary sewer, water, transportation, parks and trails) with the other planning elements. If funded, the City would hire a consultant who has experience with comprehensive planning, engineering, planning and sustainability.

The Final Application must include an authorizing resolution from the applicant to enter into and sign the grant agreement.

Recommendation

Staff is recommending the Council adopt the Resolution 16-30, which authorizes the City to enter into a grant agreement with the PCA if the City is awarded funding through this program. If funds are received, the Staff will prepare a Request for Qualifications to find an experienced consultant to assist with the project. The MPCA will notify communities of the awards later this summer.

1. Motion
2. Resolution 16-30

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD APRIL 18, 2016**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present:

And the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 16-30

**Minnesota Pollution Control Agency
FY 2016/2017 GRANT ROUND
Authorization Resolution**

WHEREAS, the City of Shoreview has applied for a grant from the Minnesota Pollution Control Agency (MPCA), under its FY 16-17 Environmental Assistance Grant Program; and

WHEREAS, if MPCA funding is received, the City of Shoreview is committed to implementing the proposed project as described in the grant application; and

WHEREAS, MPCA requires that the City of Shoreview enter into a grant agreement with the MPCA that identifies the terms and conditions of the funding award;

BE IT RESOLVED THAT the City of Shoreview hereby agrees to enter into and sign a grant agreement with the MPCA to carry out the project specified therein and to comply with all of the terms, conditions and matching provisions of the grant agreement and authorizes and directs the City Manager to sign the grant agreement on its behalf.

The motion was duly seconded by Member and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Adopted this 18th day of April 2016

Sandra C. Martin, Mayor
Shoreview City Council

ATTEST:

Terry Schwerm, City Manager

SEAL

PROPOSED MOTION
2016 SUPPLEMENTAL WATER PATROL AGREEMENT

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution 16-29 approving the 2016 Supplemental Water Patrol Agreement with the Ramsey County Sheriff's Department for 192 hours in the amount of \$7,872.00.

ROLL CALL: AYES _____ **NAYS** _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting
April 18, 2016

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: ROB WARWICK, SENIOR PLANNER

DATE: APRIL 11, 2016

SUBJECT: 2016 SUPPLEMENTAL WATER PATROL AGREEMENT

INTRODUCTION

The Ramsey County Sheriff's Department Water Patrol Unit has submitted a contract proposal for supplemental water patrol on Shoreview lakes. The contract calls for 192 hours of water patrol coverage at a cost of \$7,872.00, an hourly rate of \$41.00. This hourly rate has been unchanged since 2009. The proposed contract allows for water patrol coverage on Shoreview lakes each weekend between Memorial Day and Labor Day. The supplemental coverage increases the presence of the water patrol during the boating season and aids in water safety.

STAFF COMMENTS

The proposed contract is identical to the contract approved for the past several years, and the cost is included in the budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution No.16-29 authorizing the Mayor and City Manager to execute the 2016 supplemental water patrol agreement.

Attachments

1. Proposed Contract
2. Resolution No.16-29
3. Motion

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

The COUNTY OF RAMSEY, hereinafter referred to as the "COUNTY" and the CITY OF SHOREVIEW, hereinafter referred to as the "CITY", enter into this Agreement for the period from May 1, 2016, through September 30, 2016.

WITNESSETH:

WHEREAS, pursuant to MINN. STAT. Chapter 86B, the Ramsey County Sheriff has the obligation to maintain a program of search, rescue, buoying or marking, patrol, removal of hazards to navigation, and inspection of watercraft relating to lake use ("Program Services"); and

WHEREAS, the COUNTY and the CITY desire to enter into a joint powers agreement pursuant to MINN. STAT. §471.59, to have the Ramsey County Sheriff's Office provide Program Services on the surface and shorelines of Island, Turtle, Snail, Owasso, and Wabasso Lakes;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. The Ramsey County Sheriff shall provide Program Services, as well as enforcement of all applicable CITY ordinances relating to water safety and use (collectively, "Contract Services") to the CITY on the surface and shorelines of Island, Turtle, Snail, Owasso and Wabasso Lakes, to the extent and in the manner hereinafter set forth, in addition to the patrol and police services regularly provided.
2. The rendition of the Contract Services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the manner of performance of such service, the determination thereof made by the COUNTY shall be final and conclusive between the parties hereto.
3. The COUNTY agrees to provide trained uniformed deputies with proper equipment, identification, and communications on Island, Turtle, Snail, Owasso and Wabasso Lakes during all hours that Contract Services are provided by the Ramsey County Sheriff under this Agreement.
4. The number of hours of Contract Services to be provided during the Term of this Agreement shall be as follows:
Winter Patrol: zero (0) hours, Summer Patrol: One hundred ninety-two (192) hours. It is agreed that the schedule of days and hours of work shall be determined at the discretion of the Ramsey County Sheriff with emphasis being placed on weekends and holidays at the lakes with the highest number of users.
5. All Deputy Sheriffs, clerks, dispatchers and all other personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes. The supervision of said personnel shall remain under the control of the Ramsey

County Sheriff or other appropriate County officials and employees.

6. Except as otherwise provided, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, tips, or other compensation to any COUNTY personnel performing Contract Services, and the COUNTY hereby assumes said liabilities.

7. Except as otherwise specified, the CITY shall not be liable for compensation or indemnity of any COUNTY employee for any injury or sickness arising out of their employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

8. The CITY, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or of any official or employee thereof, and the COUNTY shall hold the CITY, its officials, and employees harmless from, and shall defend them, against, any claim for damages arising out of the COUNTY's performance of Contract Services under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

9. The COUNTY, its officials and employees shall not be deemed to assume any liability for intentional or negligent acts of the CITY or of any official or employee thereof, and the CITY shall hold the COUNTY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the CITY's performance under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

10. The Ramsey County Sheriff's Office shall bill the CITY at the hourly rate of \$41.00 hourly in reimbursement for the cost of providing Contract Services under this Agreement and such billings shall be submitted at the end of the patrol season. Total billings for the 2016 summer Patrol coverage will not exceed \$7,872.00.

11. The CITY may increase the hours of coverage at the \$41.00 hourly rate by written amendment to this Agreement, signed by both parties.

12. It is understood that prosecutions for violations of ordinance or state statute, together with the disposition of all fines collected pursuant thereto, shall be in accordance with state laws and local ordinances.

13. The Contract Services identified in this Agreement shall be in addition to existing patrol coverage now provided by the Ramsey County Sheriff's Office.

14. Either party may terminate this Agreement upon fifteen (15) days written notice to the other party at any time during the term of this Agreement. Upon such termination, the Ramsey County Sheriff shall be paid for services actually rendered under this Agreement until the date of termination.

15. The Term of this Agreement will be May 1, 2016, through September 30, 2016.

16. Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be made in the form of a written amendment to this Agreement signed by authorized representatives of the COUNTY and the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the last date written below.

COUNTY OF RAMSEY

CITY OF SHOREVIEW

By: _____
Julie Kleinschmidt
County Manager

By: _____
Print Name: _____
Its: _____

Date: _____

Date: _____

Approval Recommended:

Matt Bostrom
Ramsey County Sheriff

Melitta George
Asst. Ramsey County Attorney

Revenue Estimated \$ _____
Account No. _____

Budgeting & Accounting

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD APRIL 18, 2016**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on April 18, 2016 at 7:00 p.m.

The following members were present:

And the following members were absent:

Member _____ introduced the following resolution and moved its adoption.

**RESOLUTION NO. 16-29
APPROVING THE 2016 SUPPLEMENTAL WATER PATROL CONTRACT**

WHEREAS, the City Council has determined the need for supplemental water patrol services to ensure public safety and enjoyment of the City's lakes; and

WHEREAS, Ramsey County Sheriff has the authority to patrol and enforce laws related to water safety and use; and

WHEREAS, the County and the City desire to enter into a joint powers agreement authorizing the Ramsey County Sheriff to assign water patrol personnel and equipment to patrol and police the surface and shorelines of Island, Turtle, Snail, Owasso and Wabasso Lakes in addition to routine water patrol activity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA, that the Mayor and City Manager are authorized to execute the proposed Agreement for Supplemental Law Enforcement Services providing for 192 hours of supplemental water patrol for a cost of \$7,872.00.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon,

The following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 18th day of April, 2016.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 18th day of April, 2016, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of the 2016 supplemental water patrol agreement with the Ramsey County Sheriff's Department.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18th day of April, 2016.

Terry Schwerm
City Manager

SEAL

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to authorize the installation of a STOP sign on the south leg of the Churchill Street and Bridge Street intersection.

<u>ROLL CALL:</u>	<u>AYES</u>	<u>NAYS</u>
JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
APRIL 18, 2016
MJM/

TO: MAYOR, CITY COUNCIL AND CITY MANAGER

FROM: MARK J. MALONEY, P.E.
DIRECTOR OF PUBLIC WORKS

DATE: APRIL 13, 2016

SUBJECT: RECOMMENDATION FOR A STOP SIGN AT SOUTH LEG OF
CHURCHILL ST. AND BRIDGE STREET INTERSECTION

INTRODUCTION

City staff has processed a request for the installation of a STOP sign at the Churchill Street/Bridge Street intersection. Per Minnesota Statutes Chapter 169, City Council action as local road authority is necessary to establish or alter permanent traffic regulations in public areas.

DISCUSSION

Staff has received a neighborhood request for the installation of a STOP sign for the south leg of the Churchill Street/Bridge Street intersection. The intersection is located immediately south of Highway 96, just east of Lexington Avenue. The streets meet as a "T" intersection with Churchill Street ending, and Bridge Street functioning more as a through movement. It has been observed that there has been confusion at times with regard to who has the right of way in what is currently an uncontrolled intersection of two local residential streets.

The request, and the scenario studied by staff, is for the creation of a STOP condition for the northbound traffic on Churchill Street only, **not for an all-way stop condition** in the intersection. The requested installation likely meets some of the STOP sign warrants described in the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), and would aid in the identification of right of way for drivers entering the intersection. The installation of a STOP sign on the south leg of the intersection would be consistent with how other three-legged, or "T" intersections in the neighborhood are controlled.

RECOMMENDATION

It is recommended that the City Council approve the installation of a STOP sign on the south leg of the intersection of Churchill Street and Bridge Street.





Churchill St

Looking North, just south of Bridge Street



Image capture: Jul 2007 © 2016 Google

Shoreview, Minnesota

Street View - Jul 2007

PROPOSED MOTION

Moved by Councilmember _____

Seconded by _____

To approve the inter-fund transfers and inter-fund loans outlined in the attached report for the year ended December 31, 2015.

ROLL CALL:	Ayes	Nays
Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Fred Espe
Finance Director
City Council Meeting
April 18, 2016

TO: Terry Schwerm, City Manager

FROM: Fred Espe, Finance Director

DATE: April 14, 2016

RE: 2015 Year-end Summary, Inter-fund Transfers and Loans

Introduction

Each year, prior to issuance of the comprehensive annual financial report, the finance department requests final Council approval for transfers between funds, and for the inter-fund loans necessary to offset temporary deficit cash balances. Since transfers between funds, and inter-fund loans require Council approval, this summary precedes issuance of the financial report.

General Fund Operating Fund Results

The table at right provides a summary of 2015 General Fund activity.

Overall, revenues exceeded the budget allowances by 3.8%, and expenditures were 2.6% under budget.

Primary variances for 2015 are discussed below and on the next page.

Revenue variances include:

- Property tax collections were 99% of budget. General Fund collections were \$14,363 below budget, primarily due to delinquent tax refunds and abatements.
- License and permit revenue exceeded the budget by \$170,002 due to building, heating, electrical and plumbing permits.
- Intergovernmental revenue exceeded the budget by \$86,073 due to State MSA Road Maintenance Aid and State Fire Aid, the State Fire Aid will be offset by public safety expenditures exceeding budget by an equal amount (\$60,037).

General Fund			
	Budget	Actual	Variance
Revenues:			
Property taxes	\$ 7,023,335	\$7,008,972	\$ (14,363)
Licenses and permits	330,100	500,102	170,002
Intergovernmental	455,032	541,105	86,073
Charges for services	1,303,810	1,400,266	96,456
Fines and forfeits	48,800	52,580	3,780
Earnings on investments	50,000	54,213	4,213
Other	26,227	30,077	3,850
Total Revenues	\$ 9,237,304	\$9,587,315	\$ 350,011
Expenditures:			
Operating			
General government	\$ 2,232,248	\$2,122,458	\$ (109,790)
Public safety	3,424,835	3,461,565	36,730
Public works	1,573,363	1,402,373	(170,990)
Parks and recreation	1,760,187	1,734,769	(25,418)
Community development	616,671	614,329	(2,342)
Capital Outlay			
General government	-	6,265	6,265
Public Works	-	16,100	16,100
Total Expenditures	\$ 9,607,304	\$9,357,859	\$ (249,445)
Transfers in	748,000	748,000	-
Transfers out	(378,000)	(797,730)	(419,730)
Change in fund balance	\$ -	\$ 179,726	179,726
Beginning fund balance		4,447,398	
Ending fund balance		<u>\$4,627,124</u>	

- Charges for services exceeded the budget by \$96,456 due to capital project administrative charges.
- Fines and forfeit revenue was over budget by \$3,780 due primarily to false alarm charges.

Expenditure variances include:

- General government operating and capital outlay expenditures are \$103,525 below budget (4.6% below) due primarily to open positions in human resources and finance.
- Public safety exceeded the budget by \$36,730 due to the requirement that the City report State Fire Aid as a revenue and expenditure (see earlier comment). The police contract was \$20,695 below budget.
- Public works operating and capital outlay expenditures are \$154,890 below budget (9.8% below) due to costs below budget in all activities primarily as a result of open positions.
- Parks and recreation is \$25,418 below budget (1.4% below) due to personal services and supplies.
- Community development is below budget by \$2,342 (.4%) due primarily to lower administration contractual services.

Fund Balance Policy - The City's fund balance policy, as revised in 2009, sets a minimum and maximum fund balance for the City's General Fund. Fund balances above the maximum are considered a one-time source (non-recurring), to be transferred out of the fund for non-recurring uses, or to reduce future debt levies.

- The minimum fund balance is designed accommodate cash flow needs, to accommodate the timing of property tax receipts (typically received in June and December). This allocation is equal to 50% of the 2016 General Fund property tax levy.
- An unanticipated event allocation (designed to create a cushion for unanticipated costs and/or revenue declines) is established up to a maximum of 10% of the 2016 General Fund expenditures.
- Special allocations are established on occasion to accommodate anticipated costs or to anticipate lost revenue in the near future. No special allocations are recommended for 2015.
- The maximum General Fund balance is equal to the combined cash flow designation, unanticipated event allocation, and special designations. The General Fund surplus at the end of 2015 is \$419,730 above the maximum fund balance, and therefore a transfer out in the same amount will require City Council approval before staff may issue the financial report.

	2013	2014	2015
Fund balance designations:			
Cash flow allocation	\$ 3,393,577	\$ 3,486,668	\$ 3,635,929
Unanticipated event allocation	910,029	960,730	991,195
Total General Fund balance	\$ 4,303,606	\$ 4,447,398	\$ 4,627,124

Transfers and Inter-fund Loans Between Funds

All transfers between funds require Council approval, either through the budget document or separate action. Although planning for inter-fund transfers occurs as a routine part of the City's budget document, we do expect changes due to project delays, changes in funding sources, changes in project costs, or the timing of outside revenues. It is important to note that all transfers outlined in this report were anticipated and are consistent with the City's funding plans and the Five-year Operating Plan.

The inter-fund transfers shown on the attached summary are grouped into the following five categories. Transfers which exceed the budget authorization are described below and require Council approval.

1. Fund closings
2. Debt funding (no changes)
3. Capital funding
4. Operating transfers (no changes)
5. General Fund Balance Policy transfers

Fund Closings – The following transfers close fund in 2014.

- \$3,344.36 – Transfer unused bond proceeds from the Hanson, Oakridge, Nottingham improvement project to the 2015 G.O. Improvement Bond Fund (per bond requirements) and close the project fund.

Capital Funding – The following transfers provide support for capital costs.

- \$3,180.36 – Transfer from the Street Renewal Fund to the Hanson, Oakridge, Nottingham Reconstruction Fund to cover project costs.
- \$68,483.15 – Transfer from the Street Renewal Fund to the Railroad Quiet Zone Fund to cover project costs.
- \$248.64 – Transfer from the Water Fund to the Capital Acquisition Fund for costs associated with computer system replacements.
- \$248.63 – Transfer from the Sewer Fund to the Capital Acquisition Fund for costs associated with computer system replacements.

General Fund Balance Policy Transfer – The City's fund balance policy requires that excess General Fund balances be transferred and used for a one-time expense or to reduce future debt levies.

- \$419,730.00 – Staff is recommending that the 2015 General Fund surplus be transferred to the Street Renewal Fund to improve fund balance and assist in funding the 2016 highway 96 left turn lane construction costs associated with the Kowalski Market project; and to insure that we can fully fund future street construction costs. This transfer allows the Street Renewal fund balance to be maintained above the required \$2 million minimum fund balance.

Inter-fund Loans

Pursuant to Governmental Accounting and Financial Reporting Standards, any temporary cash deficit within a fund must be reclassified as a loan from another fund. Since inter-fund transactions require Council approval, the inter-fund loans that satisfy this guideline are presented for Council consideration.

- \$1,273,633.02 – Inter-fund loan from TIF District #1 (Deluxe) to the Owasso Street Realignment project, to cover project costs. The loan is to be repaid with interest through tax increment receipts generated from the new TIF district #8 (Lakeview Terrace).

Typically loans between funds are intended to address temporary cash deficits that will be supported by future revenues. In these instances the average rate of return on the City's total investment portfolio is charged and the loan is repaid as quickly as cash flow allows.

Recommendation

Staff recommends approval of the inter-fund transfers outlined in this report for the year ended December 31, 2015.

Changes in 2015 Transfers Between Funds *closed fund

From Fund	To Fund	Budgeted Transfer	Actual Transfer	Transfers That Increased	Description
INTERFUND TRANSFERS					
Fund Closings					
576*	382	\$ -	\$ 3,344.36	\$ 3,344.36	Hanson, Oakridge, Nottingham excess bond proceeds to 2015 Improvement Bonds
		-	3,344.36	3,344.36	
Debt Funding					
101	318	50,000.00	50,000.00	-	General Fund contribution, 2002 Community Center expansion debt payments
351	318	50,000.00	50,000.00	-	Closed Bond Fund contribution, 2002 Community Center expansion debt payments
364	319	359,921.00	359,778.22	-	TIF #2 contribution, 2007 TIF Refunding bond payment
401	318	175,000.00	175,000.00	-	Community Inv. Fund contribution, Community Center expansion debt payments
405	318	180,000.00	180,000.00	-	General Fixed Asset contribution, Community Center expansion debt payments
		814,921.00	814,778.22	-	
Capital Funding					
404	576	-	3,180.36	3,180.36	Street Renewal contribution, Hanson, Oakridge, Nottingham project costs
404	577	745,600.00	717,705.02	-	Street Renewal contribution, Turtle Lane Neighborhood project costs
404	579	-	68,483.15	68,483.15	Street Renewal contribution, Railroad Quiet Zones project costs
405	422	221,000.00	178,238.66	-	General Fixed Asset contribution, computer acquisition costs
601	422	-	248.64	248.64	Water contribution, computer acquisition costs
602	422	-	248.63	248.63	Sewer contribution, computer acquisition costs
701	422	14,000.00	-	-	Central Garage Fund contribution, computer acquisition costs
		980,600.00	968,104.46	72,160.78	
Operating Transfers					
101	220	246,000.00	246,000.00	-	General Fund contribution, Community Center operating costs
101	225	72,000.00	72,000.00	-	General Fund contribution, Recreation Program operating costs
101	270	10,000.00	10,000.00	-	General Fund contribution, Slice of Shoreview event
225	220	120,000.00	120,000.00	-	Recreation Programs contribution, Community Center operating costs
230	101	167,000.00	167,000.00	-	Cable TV contribution, General Fund communication costs
601	101	302,000.00	302,000.00	-	Water contribution, General Fund operating costs
601	701	43,000.00	43,000.00	-	Water contribution, maint center debt payments
602	101	138,000.00	138,000.00	-	Sewer contribution, General Fund operating costs
602	701	43,000.00	43,000.00	-	Sewer contribution, maint center debt payments
603	101	121,000.00	121,000.00	-	Surface Water contribution, General Fund operating costs
603	701	31,000.00	31,000.00	-	Surface Water contribution, maint center debt payments
604	101	20,000.00	20,000.00	-	Street Lighting contribution, General Fund operating costs
604	701	2,400.00	2,400.00	-	Street Lighting contribution, maintenance center debt payments
		1,315,400.00	1,315,400.00	-	
General Fund Balance Policy					
101	404	-	419,730.00	419,730.00	Final transfer out/per General Fund balance policy to Street Renewal Fund
		-	419,730.00	419,730.00	
Total		\$ 3,110,921.00	\$ 3,521,357.04	\$ 495,235.14	
INTERFUND LOANS AND LIABILITIES					
307	571			Loan Amount	
				\$1,273,633.02	Loan from TIF #1/Deluxe District to Owasso Realignment project
				<u>\$1,273,633.02</u>	

PROPOSED MOTION

Motion by Council Member _____

Seconded by Council Member _____

To adopt Resolution No. 16-33 to finance certain proposed projects to be undertaken, as listed within the resolution on Exhibit A, and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

ROLL CALL:	AYES	NAYS
Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular Council Meeting
April 18, 2016

TO: City Manager, Mayor and City Council

FROM: Fred Espe, Finance Director

DATE: April 14, 2016

RE: Intent to Bond Declaration for Project Costs

Internal Revenue Code requires that the City Council adopt a resolution noting its intent to bond for project costs prior to incurring costs. Exhibit A of the attached resolution contains estimates for 2016 - 2017 project costs that will be bonded for in 2017 and were not already included in a previous declaration, or that have changed since the last declaration.

The resolution is an expression of intent and does not commit the City to the bonding levels proposed, nor does it commit the City to construct the projects listed. Funding levels shown are consistent with recent estimates or are included in the Capital Improvement Program. For the purpose of this estimate, an additional 20% allowance has been added to most of the CIP estimates. This allowance helps the City avoid approving a revised declaration of intent for minor cost variances, as would be required by Internal Revenue Code.

It is recommended that the City Council approve resolution declaring the City's intent to bond for the proposed projects, and to establish compliance with reimbursement bond regulations under the Internal Revenue Code.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD April 18, 2016**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on April 18, 2016, at 7:00 p.m. The following members were present: _____;

and the following members were absent: _____.

Council member _____ introduced the following resolution and moved its adoption.

RESOLUTION NO. 16-33

**RESOLUTION RELATING TO FINANCING OF
CERTAIN PROPOSED PROJECTS TO BE
UNDERTAKEN BY THE CITY OF SHOREVIEW;
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

WHEREAS, the City of Shoreview is in the practice of constructing certain improvements and in some instances, reimbursing itself for the cost of any portion of the improvements with bond proceeds, and

WHEREAS, the Internal Revenue Service has issued proposed Treasury Regulations Section 1.103-17 (as proposed and/or finally adopted, the "Regulations") dealing with the issuance of bonds where all or a portion of the proceeds are to be used to reimburse the City for any project costs paid by the City prior to the time of the issuance of the bonds, and

WHEREAS, the Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently-issued taxable or tax-exempt borrowing, that such declaration generally be made prior to, but not more than, two years before the time the expenditure is actually paid, that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within one year of the payment of the expenditure or, if longer, within one year of the date the project is placed in service, and the expenditures relate to property having a reasonably expected economic life of at least one year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA, THAT:

1. Official Intent - The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.
 - a. The City proposes to undertake the project(s) described on Exhibit A attached hereto.
 - b. Other than costs to be paid or reimbursed from sources other than a tax-exempt borrowing or costs permitted to be reimbursed pursuant to the transition provision of Section 1.103-17(1) of the Regulations, none of the costs of the foregoing projects as identified on Exhibit A has heretofore been paid by the City and none of the costs will be paid by the City until after the date of this Resolution. Each of the projects, and costs related thereto, constitutes property having a useful life of at least one year.
 - c. The City intends to reimburse itself for the payment of the designated project costs out of the proceeds of a tax-exempt bond issue, debt or similar borrowing (the "Bonds") to be issued by the City after the date of payment of all or a portion of the costs. Pending the issuance of the Bonds, the City reasonably expects to pay and temporarily finance the costs from the following source or sources of funds identified on Exhibit A.
 - d. The Bonds are proposed to be issued by the City pursuant to the provisions of Minnesota Statutes, Chapter 475, and other applicable statutory authority. The reasonably expected source or sources of funds to be issued by the City to pay the debt service on the Bonds are identified on Exhibit A.
2. Budgetary Matters - As of the date hereof, there are no City funds reserved or otherwise allocated pursuant to the City's budget (or expected to be reserved or allocated pursuant to the City's budget) to provide permanent financing for the bonding portion of the project costs, other than pursuant to the issuance of the Bonds. Furthermore, there has been no allocation, budgeting, or restriction of monies (or the adoption of a requirement or policy to reimburse a fund) as part of the City's budgetary process, the primary purpose of which is to prevent monies from said sources from being available for the permanent financing of the costs of the projects.

This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are foreseeable on the date hereof, all within the meaning and content of the Regulations.

3. Filing - This resolution shall be filed in the publicly available official books, records, or proceedings of the City, which shall be continuously available for inspection by the general public. This resolution shall be available for inspection at City Hall during normal business hours of the City on every business day during the period beginning on the earlier of 10 days after the adoption hereto or the date of issuance of the reimbursement bonds and ending on the day after the issuance of such bonds.
4. Reimbursement Allocation - The City's Finance Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state or federal statute, which would apply to the unspent proceeds of such bond issue.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____ and upon vote being taken thereon, the following voted in favor thereof:

_____;

and the following voted against the same: _____.

WHEREUPON, said resolution was declared duly passed and adopted this eighteenth day of April 2016.

EXHIBIT A					
Project Description/ Project Construction Date	Total Cost	Estimated Cost to be Reimbursed From Bond Proceeds	Source of Interim Financing	Source of Funds to Pay Bonds	
				Source	Amount
Grand Avenue Reconstruction (2016)	\$ 650,287	\$ 241,544	Street renewal fund	Special assessments	\$ 28,544
				Water fees	\$ 9,000
				Sewer fees	\$ 6,000
				Surface water fees	\$ 198,000
Windward Heights Neighborhood (2016-2017)	\$ 3,595,000	\$ 2,422,930	Street renewal fund	Special assessments	\$ 301,486
				Water fees	\$ 1,026,360
				Sewer fees	\$ 324,000
				Surface water fees	\$ 771,084
TOTAL	\$ 4,245,287	\$ 2,664,474		Total	\$ 2,664,474

Proposed Motion

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To close the public hearing in consideration of the establishment of Tax Increment District No. 10 (a Redevelopment District) relating to the mixed-use residential redevelopment project by the Elevage Development Group, LLC, at Rice Street and County Road E.

VOTE: AYES: _____ NAYS: _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Proposed Motion

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To adopt Resolution No. 16-31, approving the modification to Municipal Development District No. 2 and Tax Increment Financing Plan for the creation of a new Tax Increment District No. 10 (a Redevelopment District) and;

To adopt Resolution No. 16-32, approving a Tax Increment Financing Development Agreement with the Elevage Development Group, LLC, for the mixed-use housing redevelopment project, and authorizing the execution of said agreement subject to minor changes as approved by the City Manager and City's legal counsel.

VOTE:	AYES: _____	NAYS: _____
Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Memorandum

To: Mayor and City Council Members

Cc: City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: April 14, 2016

Re: Tax Increment Financing Plan for District No. 10 and Development Agreement
Mixed-Use Redevelopment Project by Elevage Development Group

Introduction

The City Council is being asked to consider formal approval of a Tax Increment Financing (TIF) Plan for the establishment of a new TIF District and a TIF Development Agreement with the Elevage Development Group, LLC, in support of a proposed mixed-use housing development project. A public hearing in consideration of the TIF financing assistance is scheduled for April 18, 2016 before the City Council.

Project Overview

Elevage is proposing to build a 5-story mixed-use building with 6,800 square feet of ground floor retail and 134 units of market rate apartments. Additionally, the project would also include 14 rental townhome units on the westerly portion of the development site. The Planned Unit Development (PUD) plan was granted Development Stage approval by the City Council on March 7, 2016. Final Plat and Final PUD approvals are also being considered by the City Council at the April 18th meeting.

The project area now consists of 5 parcels; one commercial and four residential, all located northwest of the Rice Street and I-694 Interchange at County Road E. Another residential parcel has been added to the project since the preliminary development approval, with the developer reaching agreement to purchase the property at 3527 Rice Street. The five properties are all included in the proposed TIF District.



Background

The Elevage Development Group has formally applied for tax increment financing support for the redevelopment project, and City staff along with the City's development consultant and development attorney has reviewed in detail the proposed request for assistance.

The developer has provided a cover letter (attached) with the application outlining the financing gap associated with the redevelopment project, and identifying specific development cost items they are seeking for reimbursement from the City through the creation of a new TIF District. As part of the City's review and due diligence in the evaluation process, the developer has provided their construction pro forma, income projections and financing structure.

Prior to the submittal for financial assistance, the developer provided an escrow deposit with the City and gave access to complete the inspection for TIF blight qualification. Four properties were inspected by an independent firm LHB, Inc., hired by the City. This firm has completed all previous TIF inspections on behalf of Shoreview and is considered the local experts in TIF blight qualification. After physically entering and evaluation all the structures, LHB concluded "after inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District." Therefore, the project qualifies as a TIF Redevelopment District, which can be established for a maximum duration of 25 years. A copy of the inspection report analysis and findings is incorporated into the TIF Plan.

With the financing request and level of tax increment generated from the significant increase in value with the redevelopment, there are some background factors and policy issues to be considered by the City, including:

- Redevelopment District – Of the 9 tax increment districts that City has created over the years, 5 have been established for the maximum life of 25 years for the purpose of assisting with redevelopment and/or housing. Three of these districts were created to support housing and redevelopment including:
 - Scandia Shores (Housing District) – TIF District No. 4 established for the maximum duration of 25 years, with the full increment directed towards providing affordable senior resident rental apartment units.
 - The Shores (Redevelopment District) – TIF District No. 6 established for the maximum length of 25 years with all the increment generated returned to the project to assist with the redevelopment of a blighted commercial corner to a mixed-used senior apartments, retail, and townhomes development.

- Lakeview Terrace (Redevelopment District) – TIF District No. 8 established for the maximum period of 25 years with the full captured increment provided to assist with the redevelopment of an old retail center and cover costs of transportation improvements to support the development of an upscale market rate rental apartment building.

In all three examples, the increment captured during the life of the 25-year TIF Districts are being fully directed back to support the development and related improvements. The City's long-established approach has been to support redevelopment and private reinvestment by providing tax increment through a "pay-as-you-go" method to assist with the feasibility of a project that meets our goals.

- City Pooling – With a redevelopment district, the City has an option to retain up to 25% of the tax increment to pool for other eligible purposes. Staff believes it would be beneficial for the City to elect the pooling option so funds could be leveraged in the future to assist with other potential redevelopment projects in the future (as example, the Shoreview Village Mall).
- District Duration – Given the annual increment estimated to be generated and the eligible items being requested by the developer for reimbursement, the City could opt to establish a Renovation and Renewal District with a maximum life of 15 years. However, the City's ability to retain increment for pooling would be less than allowed in a Redevelopment District (see above paragraph). The City still has the ability to decertify the district much sooner than the full 25 years, bringing the full value back onto the general tax rolls to the various taxing jurisdictions.
- Future Public Improvements – There may also be an opportunity for the City to direct pooled tax increment generated from the proposed TIF District to cover a portion of the future local costs anticipated with the planned improvements to Rice Street –such as future trails and connections, improved access and/or turn lanes that would benefit this redevelopment project and immediate area may qualify for funding from the tax increment proceeds.

TIF Plan and Development Agreement

Included with this report is a draft TIF Plan for the proposed establishment of TIF District No. 10 (a Redevelopment District), as well as the proposed TIF Development Agreement that has been negotiated between the City and developer, outlining the terms and conditions of the City's financial assistance. The TIF Plan was distributed to Ramsey County and the Mounds View School District, pursuant to the notification requirements.

While the developer's preliminary request was for \$4.5 million in tax increment participation from the City, the level of support has been refined and reduced down based on the additional project details and further negotiations. Pursuant to



the previous discussion and direction from the Economic Development Authority, the proposed maximum contribution of tax increment provided would be capped at \$2,950,000 (\$2.95 million), based on the eligible items that have been identified as extraordinary costs associated with the redevelopment project.

Key elements of the proposed tax increment financing for the redevelopment project include:

- The Elevage redevelopment site is comprised of 5 parcels with a total current market value of \$1,700,000.
- The taxable market value Ramsey County will certify for tax purposes upon completion of the 14 townhomes and the apartment building with the ground floor retail will be \$29,655,000. Incorporated in the Development Agreement is a Minimum Assessment Agreement, which will be executed between Ramsey County, City, and developer – meaning the value is set for the entire term of the TIF District and will not drop below \$29,655,000 (it can increase).
- This is an increase in taxable market value of approximately \$28,000,000 due to the Elevage redevelopment project.
- Construction is anticipated to begin June, 2016 and completed by February, 2018. The developer has agreed to a date of January 1, 2018 for the purpose of the County establishing an assessed taxable market value so the first increment in 2019 is a full amount.
- The Development Agreement also would allow up to 8 affordable apartment units, but the remainder must be at market rate. Ramsey County recently approached the developer about providing some affordable units, which would be supported through funding administered through the County. Preliminary discussions indicate that funding available from the County could support 2-3 units and likely no more than 4 units. According to the County, these units would be available to persons at or below 80% of the median income (current maximum income is \$55,440 for a two person household). The Economic Development Authority, in reviewing the TIF Plan and Development Agreement, was supportive of the effort to provide a small percentage apartment project towards affordable units.

- The City is providing gap financing for the project in the amount of \$2,950,000 in the form of a TIF Revenue Note on a “pay-as-you-go” basis. The interest rate on the note is 4.5%, which mirrors the developer’s cost of borrowing from their primary lender.
- The developer will pay for all the development costs up front and then would receive payments on the TIF Note twice a year after the City has receipted funds from the County. If there are not sufficient TIF revenues to cover the note payment, the developer only will receive what is available. The “pay as you go” method means there is no financial risk to the City.
- The developer’s TIF Note is currently projected to be paid off in Year 11 of the TIF District. Once the City’s obligation to reimburse the developer has been met, the City can then decide when to end the TIF District. Once the district is decertified, the total value of the project would fully go on the property tax rolls.
- The TIF Note will be issued after the building construction is completed. A review of the project invoices will be completed to verify that the TIF Eligible costs exceed the \$2,950,000 associated with the TIF Note.
- The TIF eligible activities are currently identified as:
 - Site Improvements/Storm Water (Estimated Cost \$750,000)
 - Parking Facilities (Estimated Cost \$1,000,000)
 - Demolition and Blight Removal (Estimated Cost \$500,000)
 - Site Acquisition (Estimated Cost \$200,000)
 - Trail, Lighting, Landscaping (Estimated Cost \$250,000)
 - Grading and Site Improvements (Estimated Cost \$250,000)
- The City is electing to collect 25% of the tax increment generated for purposes of pooling. These funds will be collected beginning at the onset of the TIF District. Pooling allows for the City to take designated TIF revenues (25% from redevelopment districts) and utilize them to correct similar types of TIF conditions outside the District but within the Development Area, which in this case is the municipal boundary. It should be noted that the administration of the District is part of the 25% retention.
- Based on the projected tax increment cash flow from the development, the City’s pooling share over the course of 11 years would be nearly \$1.3 million that could be utilized to support other redevelopment projects.

Planning Commission Finding

As part of the TIF process, the Planning Commission is required to review the TIF Plan for conformance with the *Comprehensive Plan*. Minnesota Statutes, Section 469.175, subdivision 3 states “Before or at time of approval of the tax increment financing plan, the municipality

shall make the following findings, and shall set forth in writing the reasons and supporting facts for each determination...that the tax increment financing plan conforms to the general plans conform to the general plan for development or redevelopment of the municipality as a whole.”

At their meeting on March 22nd, the Planning Commission adopted a resolution finding the redevelopment plans conform to the *Comprehensive Plan*, and general development and redevelopment plans of the City.

Recommendation

At their meeting on April 4th, the Economic Development Authority unanimously voted to support the proposed TIF Plan for established TIF District No. 10 and the TIF Development Agreement, recommending approval by the City Council of the proposed financial assistance.

Staff believes the project meets the City’s criteria for tax increment financing support in that it achieves the redevelopment of blighted commercial and residential properties at a highly visible gateway corner. The significant private investment will create much higher market value, and the mixed-use development will bring new housing choices and additional retail services to the community. The establishment of the tax increment district for the project is consistent with other housing and/or redevelopments supported by the City.

Therefore, it is recommended that the City Council conduct the public hearing and take the following actions:

- a. Adopt proposed Resolution No. 16-31, approving the modification to Municipal Development District No. 2 and Tax Increment Financing Plan for the creation of a new Tax Increment District No. 10 (a Redevelopment District) and;
- b. Adopt proposed Resolution No. 16-32, approving a Tax Increment Financing Development Agreement with the Elevage Development Group, LLC, for the mixed-use housing redevelopment project, and authorizing the execution of said agreement subject to minor changes as approved by the City Manager and City’s legal counsel.

**CITY OF SHOREVIEW
RAMSEY COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 16-31

**RESOLUTION ADOPTING A MODIFICATION TO THE DEVELOPMENT
PROGRAM FOR MUNICIPAL DEVELOPMENT DISTRICT NO.2; AND
ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 10 THEREIN
AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.**

BE IT RESOLVED by the City Council of the City of Shoreview, Minnesota, as follows:

Section 1. Recitals.

1.01. The City Council (the "Council") of the City of Shoreview (the "City") has heretofore established Municipal Development District No. 2 and adopted the Development Program therefor. It has been proposed that the City adopt a Modification to the Development Program (the "Development Program Modification") for Municipal Development District No. 2 (the "Project Area") and establish Tax Increment Financing District No. 10 (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program Modification and TIF Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.134 and Sections 469.174 to 469.1799, all inclusive, as amended, (the "Act") all as reflected in the Program Modification and TIF Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program Modification and TIF Plan and has caused the Program Modification and TIF Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program Modification and TIF Plan, including, but not limited to, notification of Ramsey County and Independent School District No. 621 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Program Modification and TIF Plan by the City Planning Commission, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program Modification and TIF Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program Modification and TIF Plan. The Reports include data,

information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

Section 2. Findings for the Adoption and Approval of the Program Modification and TIF Plan.

2.01. The Council hereby finds that the Program Modification and TIF Plan are intended and, in the judgment of this Council, the effect of such actions will be, to provide an impetus for development in the public purpose and accomplish certain objectives as specified in the Program Modification and TIF Plan, which are hereby incorporated herein.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 10.

3.01. The Council hereby finds that the District is in the public interest and is a "redevelopment district" under Minnesota Statutes, Section 469.174, Subd. 10 of the Act.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program Modification and TIF Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program Modification and TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose.

4.01. The adoption of the Program Modification and TIF Plan conforms in all respects to the requirements of the Act and will help redevelop multiple blighted properties and provide for additional housing opportunities within the community. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program Modification and TIF Plan.

5.01. The Program Modification and TIF Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Manager.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program Modification and TIF Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03 The Auditor of Ramsey County is requested to certify the original net tax capacity of the District, as described in the Program Modification and TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The City Manager is further authorized and directed to file a copy of the Program Modification and TIF Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: April 18, 2016

ATTEST:

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

(Seal)

EXHIBIT A

RESOLUTION NO. 16-31

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 10 as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 10 is a redevelopment district as defined in M.S., Section 469.174, Subd. 10. Tax Increment Financing District No. 10 is a contiguous geographic area within the City's Municipal Development District No. 2, delineated in the TIF Plan, for the purpose of financing redevelopment in the City through the use of tax increment.*

The District was inspected to determine to qualify as a redevelopment district because:

- The proposed TIF District has a coverage calculation of 86.4 percent which is above the 70 percent requirement.
 - 80 percent of the buildings are structurally substandard which is above the 50 percent requirement.
 - The substandard buildings are reasonably distributed.
2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 10 permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: It is the City's finding that the site configuration, limited geographic area, and blighted conditions create a redevelopment site that is only successful through remediation, vertical density, underground parking facilities, and the incorporation of the underground storm water management system. These elements add additional expense to the project that it would not encounter is building on an undeveloped site.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the

cost of remediation, the need to install an underground storm water management system in order to accommodate a higher density development and parking (the majority is underground due to site size limitations) add to the total development costs if solely paid by the developer. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development given the site configuration, remediation needs, limited buildable area and parking considerations.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$27,978,800 (see Appendix D and E of the TIF Plan)
- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$6,986,519 (see Appendix D of the TIF Plan).
- d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$20,469,350 (the amount in clause b less the amount in clause c) without tax increment assistance.

But-For Analysis	
Current Market Value	1,706,200
New Market Value - Estimate	29,685,000
Difference	27,978,800
Present Value of Tax Increment	6,986,519
Difference	20,992,281
Value Likely to Occur without TIF is less than	\$ 20,992,281

3. *Finding that the TIF Plan for Tax Increment Financing District No. 10 conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 10 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Municipal Development District No. 2 by private enterprise.*

The project to be assisted by the District will result in increased employment to the city, region and the State of Minnesota by the use of construction employment and sustainable employment in the retail component, increased tax base of the State, remediate four blighted properties within the City, and add a high quality development to the City.

**CITY OF SHOREVIEW
RAMSEY COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 16-32

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT
WITH ELEVAGE DEVELOPMENT GROUP, LLC, AND THE EXECUTION OF A TAX
INCREMENT REVENUE NOTE IN CONNECTION THEREWITH**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW (the "City") AS FOLLOWS:

WHEREAS, the City of Shoreview, Minnesota (the "City") has approved the establishment of Tax Increment Financing District No. 10 (the "District"), a redevelopment district, pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, the City has received a proposal from Elevage Development Group, LLC (the "Developer") pursuant to which the Developer would redevelop certain real property in the City through the construction of a mixed use rental housing development (the "Improvements"); and

WHEREAS, the Developer has also proposed that the City provide financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the City has determined that construction of the Improvements is in the best interests of the City and the state of Minnesota, will result in the redevelopment of property that currently is underutilized and contains structurally substandard buildings and improvements, and will result in the construction of necessary rental housing in the City; and

WHEREAS, there has been presented to the City Council of the City a proposed Development Agreement (the "Contract") between the City and the Developer setting forth the terms of the City's provision of financial assistance to the Developer in connection with the construction of the Improvements.

NOW, THEREFORE, be it hereby resolved by the City Council of the City as follows:

Section 1. Execution of Contract and Issuance of the Note. The appropriate officers of the City are hereby authorized to execute the Contract in substantially the form presented to the City Council, subject to such changes as may be approved by the City Manager and the City's legal counsel, to execute the Note at the time stated in the Contract and to issue and deliver the Note described therein at the time provided in the Contract.

Section 2. Form of Note. The Note shall be substantially in the form contained in the Contract, with the blanks properly filled in.

Section 3. Terms, Execution and Delivery.

3.01. Dates; Interest Payment Dates. The Note shall be dated as of the date it is issued. Principal of and interest on the Note shall be payable to the owner of record thereof as of the close of business on the fifteenth day of the month preceding each Scheduled Payment Date, whether or not such day is a business day.

3.02. Registration. The City appoints the City Treasurer and Finance Director as Note Registrar. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at his/her principal office a Note register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers or exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date. The Note shall not be transferred to any person other than an affiliate or other related entity of the Developer, unless the City has been provided with an opinion of counsel, acceptable to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the Note register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest on the Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange and reasonable legal fees and other costs incurred in connection therewith.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. Any Note so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.03. Preparation and Delivery. The Note shall be prepared under the direction of the City Manager of the City and shall be executed on behalf of the City by the manual signatures of its Mayor and the City Manager. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, the Note shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Note has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Note shall be conclusive evidence it has been authenticated and delivered under this resolution. When the Note have been so executed and authenticated, it shall be delivered by the City Manager to the Developer.

Section 4. Pledge of Available Tax Increment. The City hereby pledges to the payment of the principal of and interest on the Note Available Tax Increment, as defined in the Contract.

Section 5. County Auditor Registration; Certification of Proceedings.

5.01 County Auditor Registration. The City Manager is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor of Ramsey County, together with such other information as such County Auditor shall require, and to obtain from said County Auditor a certificate that the Note has been entered on his/her bond register.

5.02. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the purchaser of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: April 18, 2016

Sandra C. Martin, Mayor

Attest:

Terry Schwerm, City Manager

(Seal)



Michael J. Mergens
mike@entrepartnerlaw.com
D: (612) 207-5660

February 4, 2016

City of Shoreview
c/o Kirsten Barsness
4600 Victoria Street North
Shoreview, MN 55126

Via email Only

Re: Tax Increment Financing Application for the proposed Elevage Development Group development at Rice Street and I-694 (the "Project")

Kristen:

On behalf of Elevage Development Group, LLC and Elevage Shoreview Holdings, LLC, I am writing to provide supplemental information on why the gap exists requiring tax increment financing for the Project. As explained below, the answer is the extraordinary costs of the Project. They are costs that cannot be recovered through increased rents as our rates must be competitive with other comparable projects. Set out below is but a sampling of the extraordinary costs at issue.

The Project is the redevelopment of a brownfield that is comprised of four parcels, each of which was under different ownership. In the post 2006-world, developers who seek to consolidate multiple parcels no longer have the option of eminent domain. As we sought to consolidate the four parcels, we had to pay purchase prices that were substantially above the "as is" market rate for each parcel. This is especially true for the three parcels that were single-family homes. Based on the appraisals generated for the bank, we had to pay more than a 30% premium over the value of each lot as a home.

Since we are dealing with redevelopment of a brownfield, including the removal of 60+ year old shopping center, we have substantial demolition and remediation costs. The costs to remove the existing blight is in excess of \$500,000, and may be significantly more depending on what is found during demolition. There will also be additional costs for lease buyout.

In order to provide many of the key design features that make the Project what it is, much of the parking had to be pushed underground and stormwater had to be addressed through underground storage. For the Project, underground parking will span the entire floor plate of the mixed-use building and may include at least a partial second level below ground. The cost to construct the parking is well in excess of \$1,000,000 and the underground stormwater management system adds nearly \$750,000 in costs.

Further, because the access point must be located on County Road E, the apartment building is designed with an overpass entry. In addition to higher construction costs, we have determined that this design requires elevator bays in each wing of the building rather than a single elevator serving the entire building. These costs exceed \$500,000.

In order to ensure the Project fits with the City of Shoreview, there are also extraordinary

EntrePartner Law Firm, PLLC

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Draft
4/14/16 (version 2)

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SHOREVIEW

and

ELEVAGE DEVELOPMENT GROUP, LLC

Dated as of: _____, 2016

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (962) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2016, by and between the City of Shoreview, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the “City”), and having its principal office at City Hall, 4600 North Victoria Street, Shoreview, Minnesota 55126, and Elevage Development Group, LLC, a Minnesota limited liability company (hereinafter referred to as the “Developer”), having its principal office at 10901 Baltimore Street Northeast, Blaine, Minnesota 55449.

WITNESSETH:

WHEREAS, The City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the “Council”); and

WHEREAS, the City has established within the City its Municipal Development District No. 2 pursuant to Minnesota Statutes, Sections 469.124 - 469.134, providing for the development and redevelopment of certain areas located within the City (which development district is hereinafter referred to as the “Project”); and

WHEREAS, the City has further established its Tax Increment Financing District No. 10 within the Project pursuant to Minnesota Statutes, Sections 469.174-469.1799 (which tax increment financing district is hereinafter referred to as the “Tax Increment District”); and

WHEREAS, the Tax Increment District is a redevelopment tax increment financing district created pursuant to Minnesota Statutes, Section 469.176, subd. 10; and

WHEREAS, pursuant to Minnesota Statutes, Section 469.176, subdivision 4, tax increment derived from the Tax Increment District may be used in accordance with the tax increment financing plan created in connection with the establishment of the Tax Increment District to pay the capital and administrative costs of the Project; and

WHEREAS, the Developer is the owner of certain real property located within the Tax Increment District (which real property is hereinafter referred to as the “Property” and is more particularly described in Schedule A annexed hereto and made a part hereof); and

WHEREAS, the Developer has presented to the City a proposal under which the Developer would construct on the Property a mixed-use development comprised of 14 market-rate rental townhomes, 134 units of apartments, up to eight (8) of which may be below market rate, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space; and

WHEREAS, the Developer has as part of its proposal requested that the City use tax increment generated from the Tax Increment District to provide certain financial assistance to aid in its development, without which assistance such development would not be feasible; and

WHEREAS, City believes that the redevelopment of the Property and the provision of the housing as proposed by the Developer is in the best interest of the City and its residents and in accord with the public purposes and provisions of applicable federal, state and local laws under which the Project is being undertaken and assisted;

NOW THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

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ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means Minnesota Statutes, Sections 469.124-469.134, as amended.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Assessment Agreement” means the agreement in the form attached to this Agreement as Schedule D to be executed by the City and the Developer pursuant to Section 6.3 of this Agreement.

“Available Tax Increment” means with respect to each Scheduled Payment Date under the Note seventy five percent (75%) of the Tax Increment received by the City in the six (6) month period preceding the Scheduled Payment Date.

“City” means the City of Shoreview, or its successors or assigns.

“Construction Plans” means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings, materials list and related documents on the construction work to be performed by the Developer on the Property which have been submitted to and approved by the City Council of the City, together with any conditions imposed by the City Council in connection with its approval.

“County” means Ramsey County, Minnesota.

“Developer” means Elevage Development Group, LLC, a Minnesota limited liability company, its permitted successors and assigns.

“Developer Public Improvements” means the portion of the Public Improvements being constructed solely as a result of the Developer’s construction of the Improvements as described in Section 4.4 of this Agreement.

“Event of Default” means an action by the Developer listed in Article IX of this Agreement.

“Improvements” means the improvements to be constructed by the Developer on the Property, consisting of a mixed-use development comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space in accordance with the approved Construction Plans.

“Note” means the Taxable Limited Revenue Tax Increment Note to be issued by the City pursuant to Section 3.3 of this Agreement, which Note shall be substantially in the form of the Note attached to this Agreement as Schedule B.

“Project” means the City’s Municipal Development District No. 2.

“Project Area” means the real property located within the boundaries of the Project.

“Project Plan” means the plan and development program adopted in connection with creation of the Project.

“Property” means the real property described as such on the attached Schedule A.

“Public Improvements” means the street and utility improvements to be undertaken by the City as described in Section 4.4 of this Agreement.

“Reimbursable Costs” means the portion of the costs to be incurred by the Developer in constructing the Improvements to be reimbursed by the City through the issuance and payment of the Note as described in Article III of this Agreement, which costs are described on Schedule C to this Agreement.

“State” means the State of Minnesota.

“Tax Increment” means that portion of the real property taxes paid with respect to the Property and Improvements that is remitted to and actually received by the City as tax increment pursuant to the Tax Increment Act.

“Tax Increment Act” means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174-469.1799, as amended and as it may be further amended from time to time.

“Tax Increment District” means the Tax Increment Financing District No. 10 created by the City within the Project Area.

“Tax Increment Plan” means the tax increment financing plan adopted by the City in connection with its creation of the Tax Increment District, which plan together with the information and findings contained therein is hereby incorporated herein and made a part hereof by reference.

“Termination Date” means the date that the Tax Increment District terminates, which by law will be twenty six (26) years after the date that the City receives the first Tax Increment from the Tax Increment District.

“Unavoidable Delays” means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar

judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

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ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of organization or member control agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the improvements contemplated in the Construction Plans approved by the City.

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation, provided Developer comply with an existing No Action letter received from the Minnesota Pollution Control Agency. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(d) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer would not construct the Improvements without the City's provision of the financial assistance contemplated by this Agreement.

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ARTICLE III

Development Proposal; Issuance of Note

Section 3.1. Development Proposal. A subsidiary of Developer, Elevage Shoreview Holdins, LLC, owns the Property. The Developer has proposed to undertake site work on the Property to prepare the Property for the construction of the Improvements and to construct the Improvements. The Developer has demonstrated to the City that current lending requirements, the cost of demolishing the improvements currently located on the Property and the cost of installing public improvements to serve the Property and Improvements renders development of the Improvements infeasible without financial assistance. Therefore, the City has agreed to construct certain road and utility improvements made necessary due to the proposed construction of the Improvements and to offset a portion of the cost of construction of the Improvements and related improvements using a portion of the Tax Increment generated from the Improvements on a pay as you go basis through the issuance and payment of the Note.

Section 3.2. Reimbursable Costs. (a) The City agrees that it will reimburse the Developer for its payment of certain costs of developing the Improvements. Such costs are referred to herein as the "Reimbursable Costs" and are described on the attached Schedule C. The Parties agree that the categories described in Schedule C set forth the types of costs reimbursable under this Agreement, but the estimated amounts set forth in each category of Reimbursable Costs is an estimate only. While the estimated costs are the Parties expectations, the identified estimate within any category is not a limit of expenses within any category. The City's reimbursement of the Developer shall be accomplished through the City's issuance and payment of the Note. The principal amount of the Reimbursable Costs to be reimbursed by the City through the issuance of the Note shall be \$2,950,000.00, subject to the Developer's documentation of such costs.

(b) The Developer shall be solely responsible for initial payment of the Reimbursable Costs and all construction work related thereto. The City's sole obligation in such regard shall be to issue the Note at the time stated in this Agreement and to pay the Note in accordance with its terms. The City agrees that it will issue the Note if the Developer provides to the City invoices and certifications in such form as the City may reasonably require, demonstrating that the Improvements have been completed, that the Developer has paid the Reimbursable Costs, and that the Reimbursable Costs equal or exceed \$2,950,000.00, or if the Reimbursable Costs are less than \$2,950,000.00, then the amount of the Reimbursable Costs that have been incurred, which amount shall be the principal amount of the Note. The Note will be issued at such time as the conditions precedent set forth in Section 3.4 have been satisfied.

Section 3.3. Issuance of Note. The City's reimbursement of the Developer for the Reimbursable Costs shall be through the issuance of the Note, which shall occur at the time stated in Section 3.2 of this Agreement. The Note shall be substantially in the form of the Note attached to this Agreement as Schedule B, with all blanks properly filled in. The Note shall be dated as of the date of its issuance and shall be payable together with simple non-compounding interest at the rate of four and one half percent (4.5%) per year from the date of the issuance of the Note until the Note is paid in full or terminated.

Section 3.4. Conditions Precedent to Issuance of Note. Notwithstanding anything to the contrary contained herein, the City's obligation to issue the Note shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement;
- (b) the Developer shall have provided to the City the certifications, invoices and evidence specified in Section 3.2; and
- (c) the Developer shall have completed construction of the Improvements.

Section 3.5. City Costs. The Developer has deposited with the City the sum of \$10,000. The City will draw upon such deposit to pay its legal and consulting fees associated with the creation of the Tax Increment District and the negotiation and preparation of this Agreement, and related documents. To the extent that such costs exceed \$10,000 the Developer will pay to the City the amount of such excess costs within ten (10) days after demand by the City.

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ARTICLE IV

Construction of Improvements; Public Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate the Improvements as a mixed use residential/commercial facility and will maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Previously, the Developer submitted and the City approved Construction Plans for the Improvements. Said approval constitutes a conclusive determination that the Construction Plans (and the Improvements, if constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(b) If the Developer desires to make any material change or changes in any Construction Plans after their approval by the City, the Developer shall submit the proposed change or changes to the City for its approval. For purposes of this Agreement, a "material change" shall mean a change that alters the quality of materials used in constructing the Improvements, the exterior appearance of the Improvements, the market value upon completion of the Improvements or the general nature of the Improvements. If the Construction Plans, as modified by the proposed change or changes, are acceptable to the City, the City shall approve the proposed change or changes and notify the Developer in writing of its approval. Any requested change or changes in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change or changes.

(c) Nothing in this Agreement shall be deemed to excuse the Developer from complying with the City's normal zoning and construction permitting process as it relates to the development of the Improvements.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer shall commence construction of the Improvements by August 1, 2016, and shall complete the construction of the Improvements by February 28, 2018. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City as well as any changes to the Construction Plans approved by the City in accordance with Section 4.2(b) of this Article IV.

(b) Until construction of the Improvements has been completed the Developer shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Future Public Improvements. The City currently intends to construct certain public improvements that will benefit and facilitate the ongoing operation of the Improvements. The planned public improvements may include but not be limited to improved access, addition of a right-turn lane, pedestrian trails, and right of way acquisition relating to said future improvements. The timing of the construction of such public improvements is uncertain because it is necessary to coordinate such construction with Minnesota Department of Transportation and County construction projects in the area of the Property. This Section is intended to express the City's current intention only and not to impose on the City an obligation to undertake such construction, and the City shall have no liability or obligation to the Developer or any other party in the event that such public improvements are not ultimately constructed

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ARTICLE V

Insurance and Condemnation

Section 5.1. Insurance.

(a) The Developer will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy;

(ii) General liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide, shall name the City as an additional insured, and shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

(b) Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Improvements, but any such policy may have a deductible amount of not more than \$150,000. No policy of insurance shall be so written that the proceeds thereof will produce

less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer, selected and paid for by the Developer and approved by the City.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The policies of insurance required in (a)(ii) and (b)(ii) above shall name the City as an additional named insured.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$150,000 in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Developer will forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

Subject to the approval of Developer's lender, the Developer shall complete the repair, reconstruction and restoration of the Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

(e) If the Developer defaults with respect to its obligations to repair, reconstruct or restore the Improvements as required in subsection (d) above, the City, as a result thereof, shall be entitled to suspend and ultimately terminate its payment obligations under the Note, subject to Section 9.2 of this Agreement.

(f) The City agrees that any interest on its part by virtue of this Agreement in the application or receipt of any proceeds of insurance under the policies required by subsections (a)(i) or (b)(i) above shall be subordinate to the interest of the Developer's lender of financing for the construction of the Improvements and to any lender of permanent financing.

Section 5.2. Condemnation. In the event that title to and possession of the Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person prior to the Termination Date, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking. Upon receipt of any condemnation award, the Developer shall elect to either: (a) use the entire condemnation award to reconstruct the Improvements (or, in the event only a part of Improvements have been taken, then to reconstruct such part) within the Tax Increment District; or (b) retain the condemnation award whereupon in the event that a substantial portion of the Property and Improvements have been taken, the City's obligations under this Agreement and the Note shall terminate.

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ARTICLE VI

Taxes; Tax Increment

Section 6.1. Real Property Taxes. The Developer shall pay all real property taxes payable with respect to the Property and Improvements in a timely manner and prior to imposition of penalty.

Section 6.2. Tax Increment. Subject to the limitations contained in the Note, the City hereby pledges to the payment of the Note the Available Tax Increment generated from the Property and completed Improvements. The Developer acknowledges that the City has made no warranties or representations to the Developer as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to pay the Note in whole or in part. All estimates of Available Tax Increment prepared by or on behalf of the City were prepared for the City's use only and were not intended to be relied upon by the Developer. Nor is the City warranting that it will have throughout the term of this Agreement and the Note the continuing legal ability under State law to apply Available Tax Increment to the payment of the Note, which continued legal ability is a condition precedent to the City's obligations under the Note. Tax Increment received by the City in any year in amounts in excess of Available Tax Increment shall be the City's property and the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act.

Section 6.3. Assessment Agreement. No later than _____, the City and the Developer will enter into the Assessment Agreement establishing a minimum market value of \$29,655,000.00 for the Property and Improvements commencing on January 1, 2018, and continuing until the Termination Date.

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ARTICLE VII

Mortgage Financing

Section 7.1. Mortgage Financing. (a) On or before June 1, 2016, the Developer shall provide to the City evidence of a commitment for mortgage financing sufficient for construction of the Improvements. If the City finds that the mortgage financing is sufficiently committed, adequate in amount to provide for the construction of the Improvements, and subject only to such conditions as the City approves, then the City shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within fourteen (14) days from the date when the City is provided the evidence of mortgage financing. If the City rejects the evidence of mortgage financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event, the Developer shall submit adequate evidence of mortgage financing within thirty (30) days after such rejection.

(b) The City agrees that if requested it will enter into an agreement with the Developer's lender of financing for the acquisition and construction of the Improvements allowing such lender, its successors and assigns, to cure defaults by the Developer under this Agreement and to continue to receive payments under the Note so long as there is compliance with all provisions of this Agreement.

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ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to completion of the Improvements, the Developer will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than leases to residential or commercial tenants), or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City. Notwithstanding the foregoing, the Developer may transfer the Property and Improvements to an entity owned or controlled by the Developer or the Developer's owners provided that the Developer informs the City of such transfer and the transferee enters into an agreement under which the transferee assumes and agrees to perform all of the Developer's obligations under this Agreement. Following completion of the Improvements the Developer may transfer the Property and Improvements but shall remain obligated under all of the terms of this Agreement unless the City approves the transfer, including the identity and financial qualifications of the transferee, and the City and the transferee enter into an agreement in a form prescribed by the City by which the transferee assumes and agrees to perform all of the Developer's obligations under this Agreement.

Section 8.2. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 9.2. City’s Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement and the Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, provided, however, that if such Event of Default is by its nature incapable of cure within thirty (30) days if the Developer provides to the City evidence, reasonably acceptable to the City, that the Event of Default will be cured and will be cured as soon as reasonably possible, then the Developer shall have such additional time as is reasonably necessary to cure such Event of Default but only so long as the Developer is diligently pursuing such cure:

- (a) Terminate this Agreement and/or the Note; and/or
- (b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become

due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred by the City.

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ARTICLE X

Additional Provisions

Section 10.1. Representatives Not Individually Liable. (a) No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or its successor or on any obligations under the terms of the Agreement.

(b) No member, official, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successor by the Developer on account of any obligations under the terms of the Agreement.

Section 10.2. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 10901 Baltimore Street Northeast, Blaine, Minnesota 55449; and

(b) in the case of the City, is addressed to or delivered personally to the City at City Hall, 4600 North Victoria Street, Shoreview, MN 55126.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.5. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

Section 10.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 10.9. Termination of Agreement. This Agreement shall terminate on the Termination Date.

Section 10.10. No Business Subsidy. The assistance being provided by the City under this Agreement does not constitute a “business subsidy” under the Minnesota Business Subsidy Act, Minnesota Statutes, Sections 116J.993 to 116J.995, because the assistance is being provided for redevelopment purposes and the Redeveloper’s investment in the Property and site preparation will exceed 70% of the County’s Assessor’s current year’s estimated market value for the Property.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF SHOREVIEW

By _____

By _____

**ELEVAGE DEVELOPMENT GROUP,
LLC**

By _____

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, the Mayor and City Manager of the City of Shoreview, a statutory City, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and _____, the _____ and _____ of Elevage Development Group, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

SCHEDULE A

Description of Property

(If the property will be re-platted by the time this Agreement is signed we can use the new legal description. If not we can use the current legal and provide that it will be re-platted as: _____.)

SCHEDULE B
UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW
TAXABLE LIMITED REVENUE TAX INCREMENT NOTE
(ELEVAGE DEVELOPMENT GROUP PROJECT)

The City of Shoreview, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Elevage Development Group, LLC, a Minnesota limited liability company, or its permitted assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal amount of this Note, being _____ Dollars (\$_____) (the "Principal Amount"), together with interest as hereinafter described, on July 31 and December 31 of each year commencing on July 31, 201__, and continuing to and including December 31, 20__ (the "Scheduled Payment Dates"). This Note is the Note defined in that certain Development Agreement dated as of _____, 2016, between the City and the Owner (the "Contract"). Interest at the rate of four and one half percent (4.5%) per annum (the "Rate") shall accrue from the date of this Note until the earlier of the date that this Note is paid in full or the termination of the City's Tax Increment Financing District No. 10 (the "District"). Interest shall be computed on the basis of a 360-day year of twelve (12) 30-day months.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States, which shall be designated from time to time by the Owner.

The Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 469.178, subdivision 4, to aid in financing a "project", as therein defined, of the City consisting generally of defraying certain capital and administrative costs incurred and to be incurred by the City within and for the benefit of its Municipal Development District No. 2 (the "Project").

THIS NOTE IS SPECIAL AND LIMITED AND NOT A GENERAL OBLIGATION OF THE CITY AND IS PAYABLE SOLELY OUT OF AVAILABLE TAX INCREMENT, AS DEFINED BELOW, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THIS NOTE, NOR SHALL THIS NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN AVAILABLE TAX INCREMENT.

The Scheduled Payment of this Note due on any Scheduled Payment Date is payable solely from and only to the extent that the City shall have received in the six (6) month period preceding such Scheduled Payment Date "Available Tax Increment". For purposes of this Note, Available Tax Increment with respect to any Scheduled Payment Date shall have the meaning set forth in the Contract. Available Tax Increment constitutes a portion of the tax increment

generated in the calendar year of the Scheduled Payment Date with respect to that certain real property described on the attached Exhibit A (hereinafter referred to as the "Property").

The City shall pay on each Scheduled Payment Date to the Owner the Available Tax Increment received by the City in the six (6) month period preceding such Scheduled Payment Date. To the extent that on the earlier of December 31, 20__ (after making the Scheduled Payment to be made on such date), or the date that the City's Tax Increment Financing District Number 10 terminates, the City has not paid the entire Principal Amount and interest due under this Note, this Note shall nonetheless terminate and the City shall have no further obligations hereunder. All payments made by the City under this Note shall be first applied to accrued interest and then to the Principal Amount.

The City's obligations herein are subject to the terms and conditions of the Contract. Subject to Section 9.2 of the Contract, the City's payment obligations hereunder shall be suspended until an Event of Default arising under the Contract has been cured and/or this Note may be terminated under certain circumstances by the City upon the occurrence of an Event of Default as provided in Sections 9.1 and 9.2 of the Contract, which Contract is incorporated herein and made a part hereof by reference. Upon such termination, the City's obligations to make further payments hereunder shall be discharged. Such termination may be accomplished by the City's giving of written notice to the then registered owner of this Note, as shown on the books of the City.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except Available Tax Increment, and then only to the extent and in the manner herein specified. The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any director, commissioner, council member, board member, officer, employee or agent of the City, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

This Note shall not be transferable or assignable, in whole or in part, by the Owner without the prior written consent of the City, which consent shall not be unreasonably withheld or denied. This Note is issued pursuant to Resolution _____ of the City and is entitled to the benefits thereof, which resolution is incorporated herein by reference.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Shoreview, by its City Council, has caused this Note to be executed by the manual signatures of the _____ and the _____ of the City and has caused this Note to be dated _____, 201__.

EXHIBIT A TO NOTE

Description of Property

SCHEDULE C

Reimbursable Costs

The following costs to be incurred by the Developer shall constitute the Reimbursable Costs:

Site Improvements/Storm Water (Estimated Cost \$750,000)
Parking Facilities (Estimated Cost \$1,000,000)
Demolition and Blight Removal (Estimated Cost \$500,000)
Site Acquisition (Estimated Cost \$200,000)
Trail, Lighting, Landscaping (Estimated Cost \$250,000)
Grading and Site Improvements (Estimated Cost \$250,000)

SCHEDULE D

Assessment Agreement

ASSESSMENT AGREEMENT

and

ASSESSOR'S CERTIFICATION

By and among

CITY OF SHOREVIEW, MINNESOTA,

ELEVAGE DEVELOPMENT GROUP, LLC,

and

COUNTY ASSESSOR OF THE COUNTY OF RAMSEY

This document was drafted by:

BRADLEY & DEIKE, P.A.
4018 West 65th Street, Suite 100
Edina, Minnesota 55435

THIS AGREEMENT, dated as of this ____ day of _____, 2016, by and between the City of Chaska, Minnesota, a municipal corporation organized and existing under the laws of the state of Minnesota (the “City”) and Elevage Development Group, LLC, a Minnesota limited liability company (the “Developer”).

WHEREAS, on or before the date hereof the City and the Developer entered into that certain Development Agreement (the “Contract”) regarding certain real property located in the City, hereinafter referred to as the Property and legally described in Exhibit A hereto; and

WHEREAS, it is contemplated that pursuant to said Contract the Developer will construct a mixed use residential/commercial development on the Property; and

WHEREAS, the City and Developer desire to establish a minimum market value for the Property and the improvements to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8; and

WHEREAS, the City and the County Assessor for the County of Ramsey have reviewed the preliminary plans and specifications for the improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. On January 1, 2018, and continuing on each tax assessment date thereafter the minimum market value which shall be assessed for the land described in Exhibit A and the above described improvements shall be not less than Twenty Nine Million Six Hundred and Fifty Five Thousand Dollars (\$29,655,000.00). The minimum market values established pursuant to this Assessment Agreement shall not be affected by incomplete construction or damage or destruction of the improvements to be constructed pursuant to the Redevelopment Contract.
2. This Agreement shall terminate in its entirety on December 31, 2044.

3. This Agreement shall be promptly recorded at the expense of the Developer.
4. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of the Contract between the City and the Developer.
5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Notary Public

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned assessor, being legally responsible for the assessment of the above described property, certifies that the market values assigned to such land and improvements are reasonable.

County Assessor for the County
of Ramsey

STATE OF MINNESOTA)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by the County Assessor for the County of Ramsey.

Notary Public

EXHIBIT A

Legal Description of Land

**Development Program
for Municipal Development District No. 2**

and the

**Tax Increment Financing Plan
for the establishment of**

**Tax Increment Financing District No. 10
Elevage Development Group
(a redevelopment district)**

within

Municipal Development District No. 2



City of Shoreview
Ramsey County
State of Minnesota

Draft: March 18, 2016

Public Hearing: April 18, 2016

Adopted: April 18, 2016

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Section 1 - Development Program for Municipal Development District No. 2

Foreword

The following text represents a Modification to the Development Program for Municipal Development District No. 2. This modification represents a continuation of the goals and objectives set forth in the Development Program for Municipal Development District No. 2. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 10. (As Modified April 18, 2016)

Tax Increment District No. 10 will provide assistance to Elevage Development Group (EDG) to redevelop five parcels. The Property resides immediately north of 1-694 on Rice Street and includes a commercial lot on the northwest corner of Rice Street and County Road E and two residential properties to the immediate west and two residential properties to the north along Rice Street. EDG plans to coordinate and construct a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. The Project is expected to generate private investment exceeding \$30 million.

Tax Increment will be used to assist with site acquisition, demolition, site preparation, internal and adjacent right-of-way and road and pedestrian improvements, on-site parking and underground parking, storm water management systems and other TIF eligible activities.

Definitions

The terms defined below shall, for purposes of the Development Program, have the meanings herein specified, unless the context otherwise specifically required:

"City" means the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota.

"Comprehensive Plan" means the documents which contain the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

"Council" means the City Council of the City of Shoreview, also referred to as the governing body. (See "Governing Body" below).

"County" means the County of Ramsey, Minnesota.

"County Board" means the Board of Commissioners for Ramsey County.

"Development District Act" means the statutory provisions of Minnesota Statutes, Sections 469.124 to 469.134 as amended and supplemented.

"Development District" means Municipal Development District No. 2 in the City, which was created and established pursuant to and in accordance with the Development District Act, and is geographically described in Section 1, Subsection 10 of the Development Program.

"Development Program" means this Development Program for Municipal Development District No. 2, initially adopted by the Council on February 14, 1984, and as it shall be modified. As defined in Minnesota Statutes, Section 469.125, Subdivision 5, a development program is a statement of objectives of the City for improvement of a development district which contains a complete statement as to the public facilities to be constructed within the district, the open space to be created, the environmental controls to be applied, the proposed reuse of private property and the proposed operations of the district after the capital improvements within the district have been completed.

"Governing Body" means the duly elected Council.

"Municipal Industrial Development Act" means the statutory provisions of Minnesota Statutes, Sections 469.152 to 469.1655, as amended.

"Municipality" means any city, however organized as defined in Minnesota Statutes, Section 469.125, Subdivision 2.

"Project Area" means the Development District as geographically described in Subsection 1, Subsection 10 of the Development Program.

"State" means the State of Minnesota.

"Tax Increment Bonds" means any general obligation or revenue tax increment bonds issued and to be issued by the City to finance the public costs associated with Municipal Development District No. 2, as stated in the Development Program and in the Tax Increment Financing Plans for the Tax Increment Financing Districts within Municipal Development District No. 2. The term "Tax Increment Bonds" shall also include any obligations issued to refund the Tax Increment Bonds.

"Tax Increment Financing District" means any tax increment financing district presently established or to be established in the future in Municipal Development District No. 2.

"Tax Increment Financing Act" means the statutory provisions of Minnesota Statutes, Sections 469.174 to 469.1794, inclusive, as amended.

SUBSECTION 1.1.

STATEMENT AND FINDING OF PUBLIC PURPOSE

The City Council (the "Council") of the City of Shoreview (the "City") determines that there is a need for development and redevelopment within the corporate limits of the City in the Development District to provide employment opportunities, to improve the tax base, maintain and renovate housing stock and to improve the general economy of the State. It is found that the area within the Development District is potentially more useful and valuable than is being realized under existing development, is less productive than is possible under this program and, therefore, is not contributing to the tax base to its full potential.

Therefore, the City has determined to exercise its authority to develop a modified program for improving Development District No. 2 of the City to provide impetus for private development, to maintain and increase employment, maintain and renovate housing stock, to utilize existing potential and to provide other facilities as are outlined in the Development Program adopted by the City.

The Council finds that the welfare of the City as well as the State of Minnesota requires active promotion, attraction, encouragement and development of economically sound industry, commerce and housing activities to carry out its stated public purpose objectives.

SUBSECTION 1.2.

STATUTORY AUTHORITY

The Council determines that it is desirable and in the public interest to modify, develop and administer a Development Program for Development District No. 2 (the "Development District") in the City to implement its Development District Plan, pursuant to the provisions of Sections 469.124 to 469.134, as amended, of Minnesota Statutes (the "Development District Act").

Funding of the necessary activities and improvements in the Development District shall be accomplished through tax increment financing in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, inclusive (the "Tax Increment Act") and through the use of industrial revenue bonds pursuant to the provisions of Chapter 469.152 to 469.1655, as amended, of Minnesota Statutes (the "Municipal Industrial Development Act").

The City has designated the corporate limits (Modification No.4, 4/19/2010) of the City as Development District No. 2 as authorized by Minnesota Statutes, Section 469.126 of the Development District Act. Within the Development District, the City plans to undertake tax increment financing pursuant to Minnesota Statutes, Section 469.174, Subd. 10, 10(A), 11 and 12 of the Tax Increment Financing Act.

SUBSECTION 1.3.

STATEMENT OF OBJECTIVES

The Council determines that the modification of the Development District will provide the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development process. The public purpose goals include: restore and improve the tax base and tax revenue generating capacity of the Development District; increase employment opportunities; realize comprehensive planning goals; remove blighted conditions; revitalize the property within the Development District to create an attractive, comfortable, convenient, and efficient area for industrial, residential, commercial, governmental, convention, and related uses.

The City and Council seek to achieve the following Development District program objectives:

1. Promote and secure the prompt development of certain property in the Development District, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan and with a minimum adverse impact on the environment, and thereby promote and secure the development of other land in the City.
2. Promote and secure additional employment opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.
3. Secure the increase of commercial property subject to taxation by the City, Independent School Districts, Ramsey County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.

4. Provide for the financing and construction of public improvements in and adjacent to the Development District, necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.
5. Promote the concentration of commercial, office, and other appropriate development in the Development District so as to maintain the area in a manner compatible with its accessibility and prominence in the City.
6. Encourage local business expansion, improvement, and development, whenever possible.
7. Create a desirable and unique character within the Development District through quality land use alternatives and design quality in new and redeveloped buildings.
8. Encourage and provide maximum opportunity for private redevelopment of existing areas and structures which are compatible with the Development Program.
9. Specific objectives include:
 - a. Acquire land or space which is vacant, unused, underused or inappropriately used for new or expanding uses as well as supportive parking.
 - b. Encourage the renovation and expansion of existing businesses.
 - c. Acquire property containing structurally substandard buildings and remove structurally substandard buildings for which rehabilitation is not feasible.
 - d. Provide park improvements to compliment private development.
 - e. Eliminate blighting influences which impede potential development.
 - f. Acquisition of property to support park improvements and proposed development.
 - g. Provide opportunities for market rate and affordable housing development.
 - h. Fund and operate loan programs for housing improvement activities.

(Modification No.4, 4/19/2010)

SUBSECTION 1.4.

ESTIMATED PUBLIC COSTS AND SUPPORTIVE DATA

The estimated costs of the public improvements to be made within the Development District and financed by tax increments will be derived from the tax increment financing districts within Development District No. 2. (See Appendix "D" of Tax Increment Plan)

SUBSECTION 1.5.

ENVIRONMENTAL CONTROLS

The proposed development activities in the Development District do not present significant environmental concerns. All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental standards.

SUBSECTION 1.6.

PROPOSED REUSE OF PROPERTY

The public improvements needed to bring about the redevelopment of property may include acquisition of buildings, demolition and removal, site improvements, and general improvements. The estimated public improvement costs will be summarized in each of the applicable tax increment financing plans.

The Development Program does contemplate the acquisition of private property at such time as a private developer presents an economically feasible program for the reuse of that property. Proposals, in order to be considered, must be within the framework of the above cited goals and objectives, and must clearly demonstrate feasibility as a public program. Prior to formal consideration of the acquisition of any property, the City Council will require a binding contract, performance bond, and/or other evidence or guarantees that a supporting tax increment or other funds will be available to repay the public cost associated with the proposed acquisition. It shall be the intent of the City to negotiate the acquisition of property whenever necessary. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any land sale contract or development agreement to which the City is a part.

SUBSECTION 1.7.

ADMINISTRATION AND MAINTENANCE OF DEVELOPMENT DISTRICT

Maintenance and operation of the public improvements will be the responsibility of the Manager of the City who shall serve as Administrator of the Development District. Each year the Administrator will submit to the Council the maintenance and operation budget for the following year.

The Administrator will administer the Development District pursuant to the provisions of Minnesota Statutes, Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the Council. No action taken by the Administrator pursuant to the above mentioned powers shall be effective without authorization by the Council.

SUBSECTION 1.8.

REHABILITATION

Owners of properties within the Development District will be encouraged to rehabilitate their properties to conform with the applicable state and local codes and ordinances, as well as any design standards. Owners of properties who purchase property or receive assistance within the Development District from the City may be required to rehabilitate their properties as a condition of sale of land. The City will provide such rehabilitation assistance as may be available from federal, state or local sources.

SUBSECTION 1.9.

RELOCATION

The City accepts its responsibility for providing for relocation pursuant to Minnesota Statutes, Section 469.133 of the Development District Act, if applicable.

SUBSECTION 1.10.

BOUNDARY OF DEVELOPMENT DISTRICT

(Modification No. 4, 4/19/2010)

MDD #1 (Removed 5/9 /95)

MDD#2 (Modification No.4, 4/19/2010)

The boundary of MDD #2 will include **all** of the following **Sections**:

Sections 2, 3, 4, 11, 14, 23, 24, 25, 26, 35, 36

The boundary of MDD#2 will include **partial** of the following **Sections**:

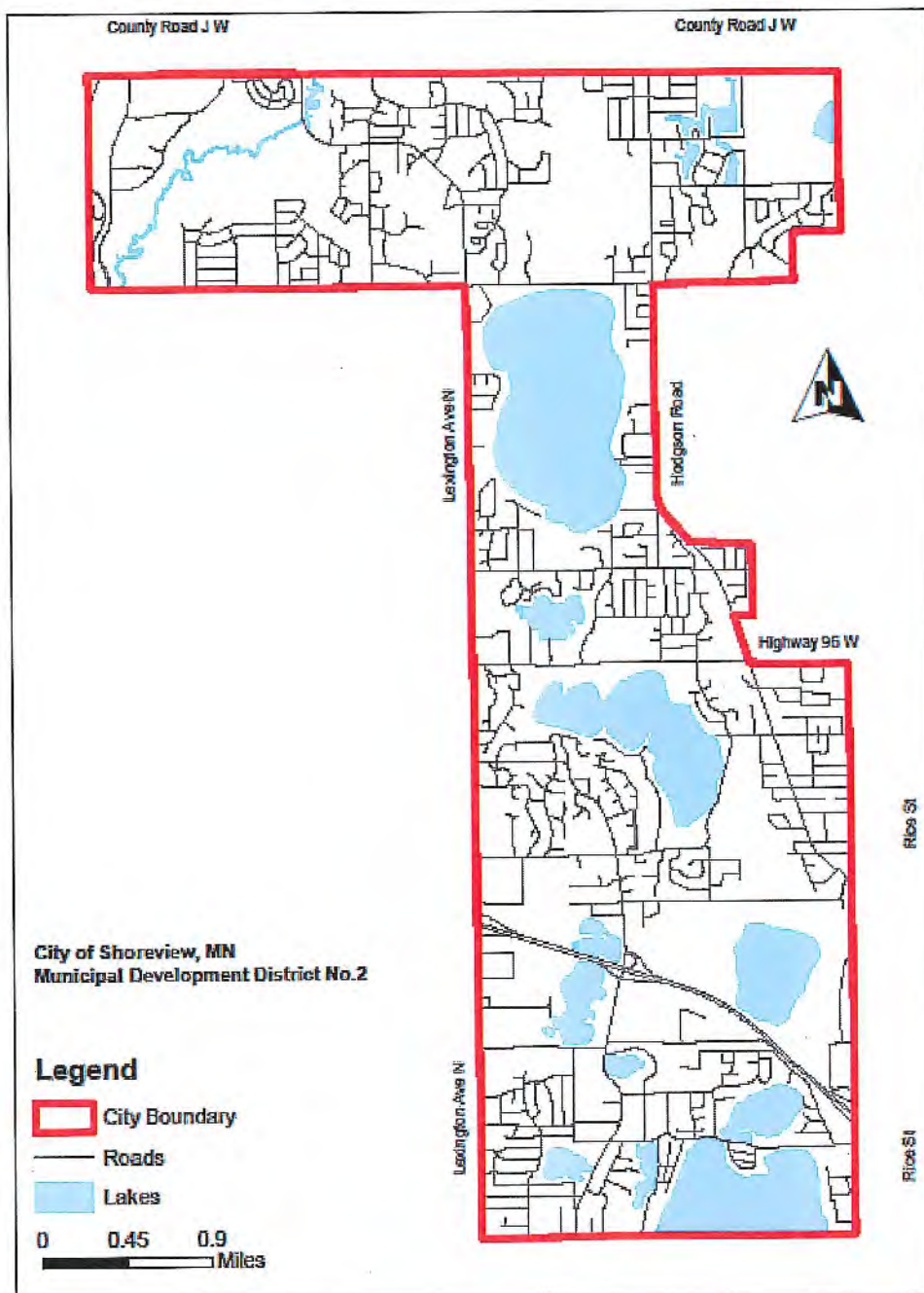
Section 1: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

Section 13: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

(AS MODIFIED April 18, 2016)

The boundaries of Municipal Development District No. 2 are not being changed as part of the modification to Municipal Development District No. 2

SEE MAP ON FOLLOWING PAGE



Section 2 - Tax Increment Financing Plan
for Tax Increment Financing District No. 10

Subsection 2-1. Foreword

The City of Shoreview (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 10 (the "District"), a redevelopment tax increment financing district, located in Municipal Development District No. 2.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 to 469.134*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This plan constitutes the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Municipal Development District No. 2.

Subsection 2-3. Statement of Objectives

The District currently consists of five parcels of land, adjacent and internal rights-of-way and the external road system immediately serving the development site. The District is being created to assist the developer with site acquisition, demolition, site preparation, parking facilities, internal and external road and pedestrian improvements, storm water management and other TIF eligible improvements to allow for the construction of a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. Please see Appendix A for further District information. The City has not entered into an agreement at the time of preparation of this TIF Plan, but development is likely to begin by June 1, 2016. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Municipal Development District No. 2.

The activities, contemplated in the Modification to the Development Program and the TIF Plan, do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Municipal Development District No. 2 and the District.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.
5. The City proposes private infrastructure within the District. The proposed reuse of private property within the District will be for a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. There will be continued operation of Municipal Development District No. 2 after the capital improvements within Development District No. 2 have been completed.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property, adjacent and internal rights-of-way, and the external road system immediately serving the development site identified by the parcel listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Subsection 2-6. Classification of the District

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10* as defined below:

"Redevelopment district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that one or more of the following conditions, reasonably distributed throughout the district, exists:

(1) parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;

(2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;

(3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:

(i) have or had a capacity of more than 1,000,000 gallons;

(ii) are located adjacent to rail facilities; and

(iii) have been removed or are unused, underused, inappropriately used, or infrequently used; or

(4) a qualifying disaster area, as defined in subdivision 10b.

(b) For purposes of this subdivision, "structurally substandard" shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.

(c) A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence. The municipality may not make such a determination without an interior inspection of the property, but need not have an independent, expert appraisal prepared of the cost of repair and rehabilitation of the building. An interior inspection of the property is not required, if the municipality finds that (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard. Items of evidence that support such a conclusion include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3, clause (1). Failure of a building to be disqualified under the provisions of this paragraph is a necessary, but not a sufficient, condition to determining that the building is substandard.

(d) A parcel is deemed to be occupied by a structurally substandard building for purposes of the finding under paragraph (a) or by the improvements described in paragraph (e) if all of the following conditions are met:

(1) the parcel was occupied by a substandard building or met the requirements of paragraph (e), as the case may be, within three years of the filing of the request for certification of the parcel as part of the district with the county auditor;

(2) the substandard building or the improvements described in paragraph (e) were demolished or removed by the authority or the demolition or removal was financed by the authority or was done by a developer under a development agreement with the authority;

(3) the authority found by resolution before the demolition or removal that the parcel was occupied by a structurally substandard building or met the requirements of paragraph (e) and that after demolition and clearance the authority intended to include the parcel within a district; and

(4) upon filing the request for certification of the tax capacity of the parcel as part of a district, the authority notifies the county auditor that the original tax capacity of the parcel must be adjusted as provided by section 469.177, subdivision 1, paragraph (f).

(e) For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.

(f) For districts consisting of two or more noncontiguous areas, each area must qualify as a redevelopment district under paragraph (a) to be included in the district, and the entire area of the district must satisfy paragraph (a).

In meeting the statutory criteria the City relies on the following facts and findings:

- The District will be a redevelopment district consisting of portions of 5 parcels and interior and exterior roadways serving the redevelopment site (new plat to be filed with Ramsey County) (See Appendix A and B for details).
- An inventory shows that parcels consisting of 86.4% of the area in the District are occupied by building, streets, utilities or other improvements.
- An inspection of the buildings located within the District finds that more than 80 percent of the buildings are structurally substandard as defined in the TIF Act. Only four of the building were inspected (100% blighted); the remaining structure was not physically inspected and was not needed to qualify the district for redevelopment. It was included in all the above percentage calculations.(See Appendix F).

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1*, and *M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2019. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2044, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

The City elects pursuant to M.S. 469.175, subd. 1(b) to not receive increment until 2019.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2015 for taxes payable 2016.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2019) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2016, assuming request for certification is made before June 30, 2016. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. , and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Municipal Development District No. 2, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2019. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	\$381,420
Original Estimated Net Tax Capacity (ONTC)	\$21,328
Estimated Captured Tax Capacity (CTC)	\$360,093
Fiscal Disparities Rate	38.7515
Fiscal Disparities Reduction	Outside Election
Original Local Tax Rate	129.1430% Pay 2016
Estimated Annual Tax Increment (CTC x Local Tax Rate)	\$465,034
Percent Retained by the City	100%

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and has determined that no building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through annual collection of tax increments. The City reserves the right to incur bonded indebtedness or other indebtedness as a result of the TIF Plan. As presently proposed, the project within the District will be financed by a pay-as-you-go note. Any refunding amounts will be deemed a budgeted cost without a formal TIF plan Modification. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City. The City will issue bonds or incur other debt only upon determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are expected to be approximately as shown in the table below:

SOURCES OF FUNDS	TOTAL
Tax Increment	\$ 11,815,684
TOTAL	

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$ 10,634,115. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or inter fund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the construct of a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described. The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

<u>USES OF TAX INCREMENT FUNDS</u>	<u>TOTAL</u>
Site Improvements/Storm Water	\$ 750,000
Parking Facilities	\$1,000,000
Demolition and blight removal	\$ 500,000
Site Acquisition	\$ 200,000
Trail, lighting, landscape	\$ 250,000
Grading and site improvements	\$ 250,000
Right-of-way, road and pedestrian improvements	\$ 1,661,798
<u>City Pooling (25% include admin)</u>	<u>\$ 2,374,721</u>
PROJECT COST TOTAL	\$ 6,986,519
Interest	\$ 4,829,165
PROJECT AND INTEREST COSTS TOTAL	\$ 11,815,684

The total project cost, including financing costs (interest) listed in the table on the previous page does not exceed the total projected tax increments for the District as shown in Appendix D.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed on the previous page.

Further, the City may spend up to 25 percent of the tax increments from the District for activities located outside the boundaries of the District but within the boundaries of the Project (including administrative costs, which are considered to be spend outside the District), subject to all other terms and conditions of this TIF Plan.

Subsection 2-11. Fiscal Disparities Election

For communities affected by the fiscal disparity provisions of Minnesota Statutes, Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the City elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. ***The City elects for the fiscal disparities election to come from outside the district.***

Subsection 2-12. Business Subsidies

Pursuant to M.S., *Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

- (1) A business subsidy of less than \$150,000;
- (2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
- (3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
- (4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3*;
- (5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
- (6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
- (7) Assistance for housing;
- (8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance sub-district as defined under *M.S., Section 469.174, Subd. 23*;
- (9) Assistance for energy conservation;
- (10) Tax reductions resulting from conformity with federal tax law;
- (11) Workers' compensation and unemployment compensation;
- (12) Benefits derived from regulation;
- (13) Indirect benefits derived from assistance to educational institutions;
- (14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
- (15) Assistance for a collaboration between a Minnesota higher education institution and a business;
- (16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;
- (17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
- (18) General changes in tax increment financing law and other general tax law changes of a principally technical nature.
- (19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
- (20) Funds from dock and wharf bonds issued by a seaway port authority;
- (21) Business loans and loan guarantees of \$150,000 or less; and

(22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration.

The City will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan does not qualify as a business subsidy due to exemption Number 17 in the activities listed above and on the previous page.

Subsection 2-13. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the City within forty-five days of receipt of this TIF Plan. In the opinion of the City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The City is aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE				
	<u>Pay 2016 Total Net Tax Capacity</u>	<u>Estimated Captured Tax Capacity (CTC) Upon Completion</u>	<u>Percent of CTC to Entity Total</u>	
Ramsey County	514,724,770	360,093	0.000699%	
City of Shoreview	31,046,001	360,093	0.011598%	
Mounds View ISD No.621	99,856,555	360,093	0.003606%	
IMPACT ON TAX RATES				
	<u>Pay 2016 Extension Rates</u>	<u>Percent of Total</u>	<u>CTC</u>	<u>Potential Taxes</u>
Ramsey County	.58562	45.34%	360,093	163,266
City of Shoreview	.34945	27.06%	360,093	97,441
Moundsvie ISD No.621	.26304	20.37%	360,093	73,350
Other (HRA, EDA,et.al)	.09332	7.23%	360,093	26,034
Total	1.29143	100%		\$360,091

The estimates listed display the captured tax capacity when all construction is completed. The tax rate used for calculations is the proposed Pay 2016 rate. The total net capacity for the entities listed is based on proposed Pay 2016 figures. As of drafting of this TIF plan (January 2016) actual values were not available.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$11,815,684
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or require that the City expand its police force.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction and include fire protection equipment.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute an estimated \$88,974 in sanitary sewer (SAC) and water (WAC) connection fees. This does not include water meter fees or fees charged by the Metropolitan Council.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. There may be some general obligation debt issued in relation to this project, however, the amount will be such that there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$1,833,750;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$4,081,650;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the TIF Plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-15. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the City's findings:

- **Planning Commission reports/workshops:** 7/28/2015; 1/26/2016 (tabled); 2/23/2016; 3/22/2016
- **EDA Staff Reports:** 1/8/2016; 3/14/2016
- **City Council Reports:** 8/17/2015; 3/7/2016
- **2008 Comprehensive Plan - Chapter 6 – Targeted Redevelopment Areas**
- **Highway Corridors Transition Study 2015**
- **Elevage Development Group TIF Application**

Subsection 2-16. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under M.S., Section 469.177;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the Authority with tax increments;
3. Principal and interest received on loans or other advances made by the Authority with tax increments;
4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under M.S., Section 273.1384.

Subsection 2-17. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the City, shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced following the date of certification of the original net tax capacity by the county auditor, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the District meets the criteria of *M.S., Section 469.174, Subd. 12*, must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the

current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the City agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-18. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14*, administrative expenses means all expenditures of the City, other than:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District; or
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any authorized and documented administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25*, clause (1), from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469.177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the City and the County Treasurer shall pay the amount deducted to the State Treasurer for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-19. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6:*

if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.

The City or a property owner must improve parcels within the District by approximately July 2020 and report such actions to the County Auditor.

Subsection 2-20. Use of Tax Increment

The City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.134*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the City or for the benefit of Municipal Development District No. 2 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C. M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178*; and

7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178.*

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4.*

Tax increments generated in the District will be paid by Ramsey County to the City for the Tax Increment Fund of said District. The City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. Remaining increment funds will be used for City administration and pooling option (up to 25 percent) and the costs of public improvement activities outside the District.

Subsection 2-21. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2,* shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates. The City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Municipal Development District No. 2 or the District.

Subsection 2-22. Requirements for Agreements with the Developer

The City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the City to demonstrate the conformance of the development with City plans and ordinances. The City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5,* no more than 25 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the City as a result of acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 25 percent of the acreage, the City concluded an agreement for the development of the property acquired and which provides recourse for the City should the development not be completed.

Subsection 2-23. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8,* the City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the

County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-24. Administration of the District

Administration of the District will be handled by the City Manager.

Subsection 2-25. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15 .

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6*, the OSA will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-26. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cash flow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-27. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF Plan. The revenues shall be used to finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.134*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.
2. Pooling Limitations. At least 75 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities

within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 25 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.

3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 75 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 75 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-27. Summary

The City of Shoreview is establishing the District will provide assistance to Elevage Development Group (EDG) to redevelop five parcels. The Property resides immediately north of 1-694 on Rice Street and includes a commercial lot on the northwest corner of Rice Street and County Road E and two residential properties to the immediate west and two residential properties to the north along Rice Street. EDG plans to coordinate and construct a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. The Project is expected to generate private investment exceeding \$30 million.

The TIF Plan for the District was prepared by Kirstin Barsness, Development Consultant, 29770 Broadway Street Lindstrom, telephone 651-408-1032. Reviewed by Robert Deike, attorney, Bradley & Deike, 4018 West 65th Street Suite 100, Edina, Minnesota 55435, telephone 952-926-5337.

Appendix A

Project Description

The proposed Tax Increment District No. 10 (the "District") will provide assistance to Elevage Development Group (EDG) to redevelop five parcels. The Property resides immediately north of 1-694 on Rice Street and includes a commercial lot on the northwest corner of Rice Street and County Road E and two residential properties to the immediate west and two residential properties to the north along Rice Street. EDG plans to coordinate and construct a mixed-use project comprised of 14 market-rate rental townhomes, 134 units of market-rate apartments, approximately 6,800 square feet of resident-focused retail, high-end amenities, and significant open space. Project is expected to generate private investment exceeding \$30 million.

The City will provide tax increment assistance on as a pay -as-you-go basis.

(Excerpt for Project Application)

THE PROJECT'S HOLISTIC AND INTEGRATED DESIGN, CREATES A BENCHMARK FOR FUTURE DEVELOPMENT

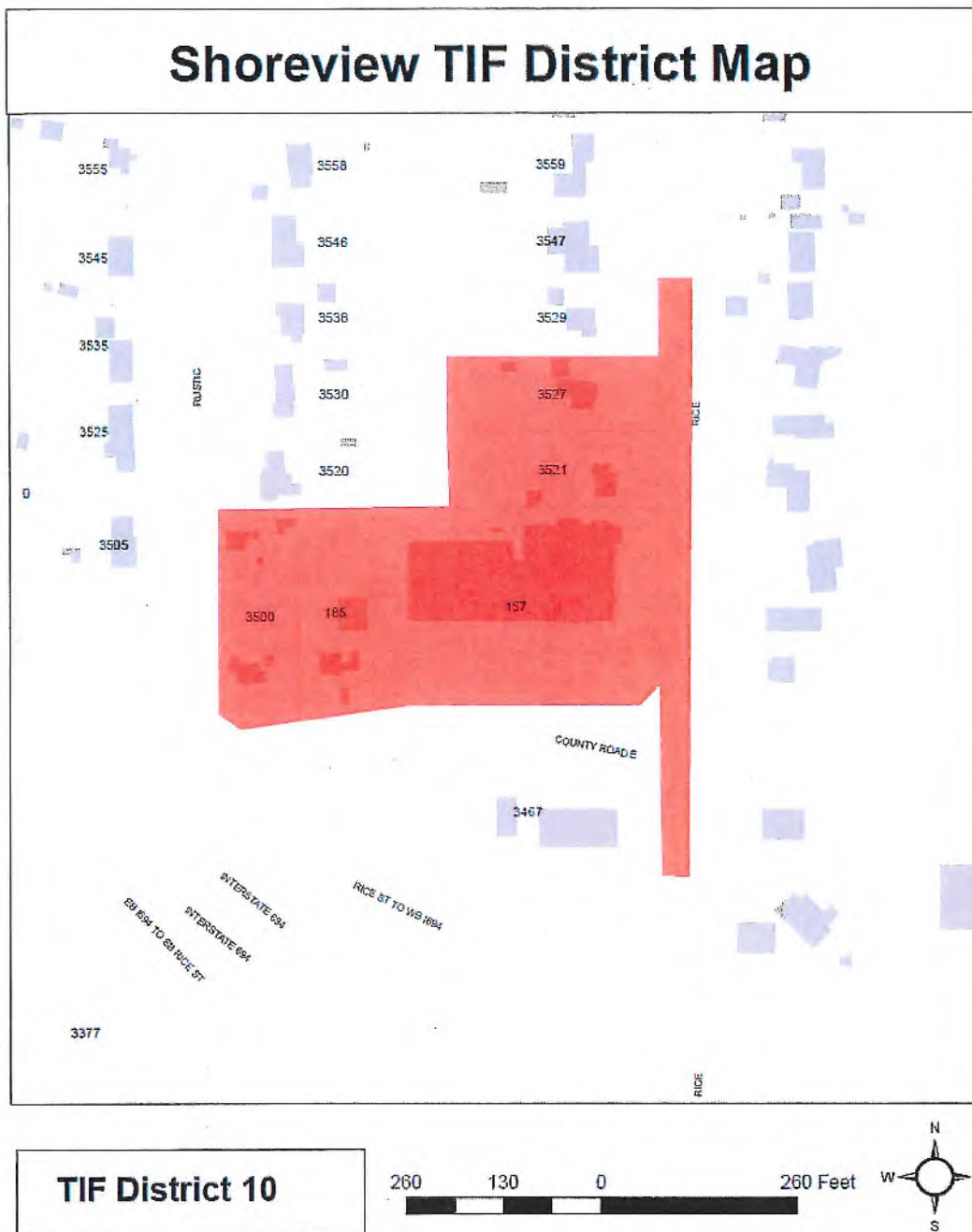
The Project has been designed to ensure a sense of community, to meet the needs of City as a whole, and to mitigate any impacts to existing homes. The apartment building is set back from the northern property line more than 75 feet. To the west, ESG has created a transition from high-density apartments to the existing single-family homes with 14 market-rate rental townhomes. Like the apartments, the townhomes are designed to attract "renters by choice." The townhomes will be built with all the exterior and interior amenities that renters-by- choice demand. The entire Property will be linked by a trail system and provide considerable outdoor amenities such as a large dog run, a pool area, outdoor game areas, and significant open space.

The Project will also contain modern sustainability features. It will have underground cisterns to hold and gradually release all rainwater captured on the Property. The green spaces will be developed using fescue grass rather than sod, which will dramatically reduce water needs. The design will offer a pedestrian- and transit-oriented community that allows residents to live, work, and play without the dependence on daily automobile usage. The development team is committed to the sustainable design principles reflected in the Comp Plan. Our sustainable design mission is to promote livable communities through the use of energy efficient systems, green building practice, reduced dependency on automobiles, creative density, high-quality pedestrian and bicycle options, and preservation of natural resources. This mixed-use project will feature a series of green elements including green construction and demolition practices, green material specifications, thermal high-efficiency windows, and exterior envelope systems, and participation in the Xcel Energy Design Assistance Program.

A key feature of the Project is the link between the residential density and the retail component. As designed, the "right" retail is critical to maximize the success of the apartments and the residential density is key to ensuring the retail tenants will become vibrant and successful members of the community. In the concept design, we called for stand-alone retail that would be outward focused and designed to pull customers into the Property.

Appendix B

Map of Tax Increment District No. 10 Elevage Development Group



City of Shoreview Community Development Department
March 4, 2016

Appendix C

Description of Property to be Included in the District

The District encompasses the following portions of property and adjacent rights-of-way and abutting roadways identified by the parcel listed below.

PARCEL NUMBERS	PERCENT IN TO BE IN DISTRICT	OWNER
36.30.23.11.0038	100%	Elevage Shoreview Holdings, LLC
36.30.23.11.0035	100%	Elevage Shoreview Holdings, LLC
36.30.23.11.0011	100%	Elevage Shoreview Holdings, LLC
36.30.23.11.0009	100%	Elevage Shoreview Holdings, LLC
36.30.23.11.0008	100%	Thomas & Karen Johnson

Appendix D

Assumptions and Rates			
District Type	Redevelopment		
Inflation Rate - Every _ Years	0.00%		
Interest Rate:	4.50%		
Note Issued Date (Present Value Date):	01-Aug-16		
Local Tax Rate - Frozen	129.1430%	Pay 2016	
Fiscal Disparities Election (A - outside or B inside)	A		
Year District was certified	Pay 2016		
Assumes First Tax Increment For District	2018		
Years of Tax Increment	26		
Assumes Last Year of Tax Increment	2043		
Fiscal Disparities Ratio	38.7515%		
Fiscal Disparities Metro Wide Tax Rate	150.26%		
Local Tax Rate - Current	129.1430%		
State Wide Property Tax Rate (Used for total taxes)	49.00%		
Market Value Tax Rate (used for total taxes)	0.22212%		
Commercial Industrial Class Rate(preferred)	1.5%-2.0%		
First 150,000	1.50%		
Over 150,000	2.00%		
Commerical Industrial Class Rate (C	2.00%		
Rental Class Rate	1.25%	Pay 2016	
Residential Class Rate - Under \$500,000	1.00%		
Over \$500,000	1.25%		

Base Value Information (original tax capacity)									
PID	Land Market Value	Building Market Value	Percentage of value used for District	Total Original Market Value*	Tax Year Original Market Value	Property Tax Class Rate	Original Tax Capacity	Tax rate After Conversion	After Conversion Orig. Tax Cap.
36.30.23.11.0038	971,400	128,600	100%	1,100,000	2016	Commercial	22,000	Rental	13,750
36.30.23.11.0035	114,600	38,100	100%	152,700	2016	Res Hstd	1,527	Rental	1,909
36.30.23.11.0011	94,100	16,000	100%	110,100	2016	Res Hstd	1,101	Rental	1,376
36.30.23.11.0008	106,700	92,400	100%	199,100	2016	Res Hstd	1,991	Rental	2,489
36.30.23.11.0009	106,700	37,600	100%	144,300	2016	Res Non-Hstd	1,804	Rental	1,804
				1,706,200			28,423		21,328

PROJECT INFORMATION							
Use	Total Sq. Ft./Units	Est. Market Value Per Unit*	Total Estimated Market Value	Property Tax Class Rate	Project Tax Capacity	Percent Completed 2018	First Year Full Taxes Payable
Apartments	134	184,903	24,777,000	Rental	309,713	100%	2019
Retail Commerical	6800	203	1,381,000	Com/Ind	27,620	100%	2019
Townhomes	14	251,929	3,527,000	Rental	44,088	100%	2019
TOTAL			29,685,000		381,420		

Note:

1. Market values are based upon estimates from Ramsey County Assessor's Office Feb 2016

TAX CALCULATIONS						
Use	Total Tax Capacity	Local Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes
Apartments	309,713	399,972		0	0	399,972
Retail Commerical	27,620	35,669		13,534	3,067	52,271
Townhomes	44,088	56,936	Outside Election	0	0	56,936
TOTAL	381,420	492,577		13,534	3,067	509,178

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon value, rates, state laws and other factors.
2. Development Program is located in School District #621
3. Fiscal Disparities Election is being taken from outside the TIF District

TAX INCREMENT CASH FLOW											
Project Tax Capacity	Original Tax Capacity	Captured Tax Capacity	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	City at 25.00%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
											8/1/2016
											2/1/2017
											8/1/2017
											2/1/2018
											8/1/2018
											2/1/2019
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	169,936	0.5	2019	8/1/2019
				232,517	837	57,920	173,760	336,134	1.0	2019	2/1/2020
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	498,673	1.5	2020	8/1/2020
				232,517	837	57,920	173,760	657,637	2.0	2020	2/1/2021
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	813,102	2.5	2021	8/1/2021
				232,517	837	57,920	173,760	965,146	3.0	2021	2/1/2022
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	1,113,845	3.5	2022	8/1/2022
				232,517	837	57,920	173,760	1,259,271	4.0	2022	2/1/2023
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	1,401,498	4.5	2023	8/1/2023
				232,517	837	57,920	173,760	1,540,594	5.0	2023	2/1/2024
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	1,676,630	5.5	2024	8/1/2024
				232,517	837	57,920	173,760	1,809,672	6.0	2024	2/1/2025
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	1,939,787	6.5	2025	8/1/2025
				232,517	837	57,920	173,760	2,067,039	7.0	2025	2/1/2026
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	2,191,491	7.5	2026	8/1/2026
				232,517	837	57,920	173,760	2,313,203	8.0	2026	2/1/2027
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	2,432,238	8.5	2027	8/1/2027
				232,517	837	57,920	173,760	2,548,654	9.0	2027	2/1/2028
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	2,662,507	9.5	2028	8/1/2028
				232,517	837	57,920	173,760	2,773,855	10.0	2028	2/1/2029
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	2,882,754	10.5	2029	8/1/2029
				232,517	837	57,920	173,760	2,989,255	11.0	2029	2/1/2030
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	3,093,414	11.5	2030	8/1/2030
				232,517	837	57,920	173,760	3,195,280	12.0	2030	2/1/2031
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	3,294,905	12.5	2031	8/1/2031
				232,517	837	57,920	173,760	3,392,337	13.0	2031	2/1/2032
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	3,487,626	13.5	2032	8/1/2032
				232,517	837	57,920	173,760	3,580,817	14.0	2032	2/1/2033
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	3,671,958	14.5	2033	8/1/2033
				232,517	837	57,920	173,760	3,761,094	15.0	2033	2/1/2034
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	3,848,268	15.5	2034	8/1/2034
				232,517	837	57,920	173,760	3,933,523	16.0	2034	2/1/2035
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,016,903	16.5	2035	8/1/2035
				232,517	837	57,920	173,760	4,098,448	17.0	2035	2/1/2036
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,178,199	17.5	2036	8/1/2036
				232,517	837	57,920	173,760	4,256,194	18.0	2036	2/1/2037
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,332,474	18.5	2037	8/1/2037
				232,517	837	57,920	173,760	4,407,075	19.0	2037	2/1/2038
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,480,034	19.5	2038	8/1/2038
				232,517	837	57,920	173,760	4,551,388	20.0	2038	2/1/2039
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,621,171	20.5	2039	8/1/2039
				232,517	837	57,920	173,760	4,689,420	21.0	2039	2/1/2040
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,756,166	21.5	2040	8/1/2040
				232,517	837	57,920	173,760	4,821,443	22.0	2040	2/1/2041
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	4,885,285	22.5	2041	8/1/2041
				232,517	837	57,920	173,760	4,947,721	23.0	2041	2/1/2042
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	5,008,783	23.5	2042	8/1/2042
				232,517	837	57,920	173,760	5,068,502	24.0	2042	2/1/2043
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	5,126,907	24.5	2043	8/1/2043
				232,517	837	57,920	173,760	5,184,026	25.0	2043	2/1/2044
381,420	21,328	360,093	465,034	232,517	837	57,920	173,760	5,239,889	25.5	2044	8/1/2044
Totals				11,858,374	42,690	2,953,921	8,861,763				
Present Value Date 8-1-16 Present Value Rate 4.5%				7,011,761	25,242	1,746,630	5,239,889				

NOTES:

1. Assumes development begins construction in 2016, fully assessed in 2018 and first increment is paid in 2019.
2. Amount of increment will vary depending upon market value, tax rates, class rates, construction schedule and inflation on Market Value.

Appendix E

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 10 as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 10 is a redevelopment district as defined in M.S., Section 469.174, Subd. 10. Tax Increment Financing District No. 10 is a contiguous geographic area within the City's Municipal Development District No. 2, delineated in the TIF Plan, for the purpose of financing redevelopment in the City through the use of tax increment.*

The District was inspected to determine to qualify as a redevelopment district because:

- The proposed TIF District has a coverage calculation of 86.4 percent which is above the 70 percent requirement.
- 80 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 10 permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: It is the City's finding that the site configuration, limited geographic area, and blighted conditions create a redevelopment site that is only successful through remediation, vertical density, underground parking facilities, and the incorporation of the underground storm water management system. These elements add additional expense to the project that it would not encounter is building on an undeveloped site.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of remediation, the need to install an underground storm water management system in order to accommodate a higher density development parking (the majority is underground due to site size limitations) add to the total development costs if solely paid by the developer. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development given the site configuration, remediation needs, limited buildable area and parking considerations.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$ 27,978,800 (see Appendix D and E of the TIF Plan)
- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$ 6,986,519 (see Appendix D of the TIF Plan).
- d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$20,469,350 (the amount in clause b less the amount in clause c) without tax increment assistance.

But-For Analysis	
Current Market Value	1,706,200
New Market Value - Estimate	29,685,000
Difference	27,978,800
Present Value of Tax Increment	6,986,519
Difference	20,992,281
Value Likely to Occur without TIF is less than	\$ 20,992,281

3. *Finding that the TIF Plan for Tax Increment Financing District No. 10 conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 10 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Municipal Development District No. 2 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota by the use of construction employment and sustainable employment in the retail component, increased tax base of the State, remediate four blighted properties within the City, and add a high quality development to the City.

Appendix E

TIF Blight Qualification Report

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Final Plat and Final PUD applications, including the Site Development Agreements, submitted by Elevage Development Group to plat and redevelop the properties at - 3500 Rustic Place, 185/157 County Road E and 3521 Rice Street - with a mixed use high density residential development, subject to the following conditions:

1. The Final Plat shall be revised to include:
 - a. 10-foot drainage and utility easements along the road rights-of-ways.
 - b. 20-foot wide drainage and utility easement that transcends Lot 1. The proposed storm sewer line in this easement area does not serve a public purpose and will remain private.
2. A public use dedication fee shall be submitted as required by ordinance prior to release of the Final Plat by the City.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The Landscape Plan shall be revised to include privacy fencing with a maximum height of 6-feet, adjacent to the property at 3520 Rustic Place.
5. The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits.

This approval is based on the following findings of fact:

1. The proposal supports the policies in the City's Comprehensive Plan relating to land use and housing.
2. The subdivision complies with the City's development code standards for plats and residential development.
3. The proposed residential use will not adversely impact the planned land use of the surrounding property.
4. The Final Plat and Final PUD are consistent with the previous City approvals.

ROLL CALL: **AYES** _____ **NAYS** _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting – April 18, 2016

TO: Mayor, City Council, City Manager

FROM: Kathleen Castle, City Planner

DATE: April 14, 2016

SUBJECT: File 2611-16-10, Final Plat and Final Stage - Planned Unit Development, 3500 Rustic Place, 185/157 County Road E and 3521 Rice Street; Elevage Development Group, LLC.

Introduction

Earlier this year, Elevage Development Group, LLC received approvals for a Comprehensive Plan Amendment, Rezoning, Preliminary Plat, and Planned Unit Development – Development Stage for the redevelopment of the properties at 3500 Rustic Place, 185/157 County Road E and 3521 Rice Street. The existing commercial and residential land uses will be replaced with a development consisting of a 5-story mixed use building that has 134 apartment units and 6,800 square feet of commercial space on the first floor. This structure is designed as an “L” shaped building located in the southeastern corner of the property oriented towards the Rice Street/County Road E intersection. Access to an off-street parking lot and below grade parking structure is provided from County Road E.

Fourteen townhomes are also proposed on the western part of the redevelopment site. Access to the townhomes is proposed off County Road E and Rustic Place.

Final Plat

The plat known as Elevage First Addition re-plats the properties into two parcels. The proposed townhomes are located on Lot 1 and mixed-use building will be located on Lot 2. The proposed easements have been reviewed by staff and need to be modified by:

- 1) Providing 10-foot drainage and utility easements along the road rights-of-ways.
- 2) Eliminating the 20-foot wide drainage and utility easement that transcends Lot 1. The proposed storm sewer line in this easement area does not serve a public purpose and will remain private.

Final Stage - Planned Unit Development

The plans have been reviewed in accordance with the approved development stage PUD approval. The PUD provided flexibility from standards related to the structure setbacks from Rustic Place, County Road E and Rice Street, building height and parking.

The Final approval did include a condition requesting additional screening along the northern property line. The Developer has subsequently entered into a purchase agreement to acquire the property immediately to the north at 3527 Rice Street. Elevage is planning on maintaining the

single-family residential use of the property in the short-term and is analyzing potential future uses of the property. As such, no additional landscaping or screening beyond what is being proposed will be required. The submitted landscape plan does provide landscaping along the northern property and includes trees that exceed the City's minimum size requirement. The attached Development Agreement includes language requiring additional landscaping and screening in the event that Elevage does not acquire the property or sells the property to a third party who retains the single-family residential use.

To further minimize the impact on the single-family residential property at 3520 Rustic Place, the Staff is recommending a wooden privacy fence be constructed along the common boundary line.

The Development Agreement also addresses Oak wilt. Prior to the removal of any Oak trees, the Developer is required to hire a Certified Arborist to assess the health of the Oak trees and identify trees infected by the Oak wilt fungus. A Management Plan must be submitted to the City staff for review and approval prior to the removal of any vegetation on the property.

Recommendation

The submitted applications and plans have been reviewed and found to comply with the previous approvals. Staff recommends the Council approve the Final Plat and Final Stage PUD, including the Development Agreements, subject to the following conditions.

- 1) The Final Plat shall be revised to include:
 - a. 10-foot drainage and utility easements along the road rights-of-ways.
 - b. 20-foot wide drainage and utility easement that transcends Lot 1. The proposed storm sewer line in this easement area does not serve a public purpose and will remain private.
- 2) A public use dedication fee shall be submitted as required by ordinance prior to release of the Final Plat by the City.
- 3) The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
- 4) The Landscape Plan shall be revised to include privacy fencing with a maximum height of 6-feet, adjacent to the property at 3520 Rustic Place.
- 5) The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits.

Attachments:

1. Memo dated April 11, 2016 – City Engineer
2. Development Agreement
3. Location Map
4. Submitted plans
5. Motion

Date: April 11, 2016
To: Kathleen Castle
From: Tom Wesolowski, City Engineer
Subject: Final PUD Plan Set
Elevage Development Group – The McMillan, 157

The City of Shoreview Engineering staff has reviewed the preliminary engineering plans submitted for the redevelopment at 157 County Road E. The Engineering staff has the following comments regarding the proposed development:

1. The proposed project is located within the Ramsey-Washington Metro Watershed District (RWMWD). The project will disturb more than 1-acre and will require a permit from the RWMWD. The City requires that all information that is submitted to the RWMWD, as it relates to the proposed development, also be sent to the City of Shoreview.
2. On the plat there is a 20-foot drainage easement located in the NW corner of the property that is for storm sewer infrastructure the developer is proposing to be owned by the City. The storm sewer infrastructure in this area is to be considered private and the responsibility of the development. If the infrastructure is private the drainage easement is not required. See comment #6e for more detailed information.
3. Sheet C1 & C2
 - a. Water and sewer services to the existing homes that are to be demolished shall be removed and abandoned to the right of way line in accordance with City requirements.
 - b. There are no descriptions for the numbers listed in “Keyed Notes”.
4. Sheet C3
 - a. No high listed for the retaining wall. If the wall is over 4-feet, the wall shall be designed by a registered professional engineer.
5. Sheet C4
 - a. There are no descriptions for the numbers listed in “Keyed Notes”.
 - b. A curb stop and box shall be installed on all individual water services for the townhomes.
 - c. The connections to the City’s water distribution system shall be wet tapped and the main line shall remain in service at all times.
 - d. The City shall be notified 48-hours prior to any work on existing City utilities.
 - e. The plans show the portion of storm sewer installed in the NW corner of the development to be owned by the City, due to existing drainage from off-site that needs to be directed across the development property. The storm sewer infrastructure is to be considered private and the responsibility of the development. The proposed development is required to accommodate existing drainage conditions and collecting and redirecting the off-site run-off is part of the existing condition. Also, it is unusual for the City to have storm sewer infrastructure on private property. It can create an unnatural separation of responsibilities for future maintenance and repair.

**SITE DEVELOPMENT AGREEMENT
ELEVAGE DEVELOPMENT GROUP, LLC**

(I) THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Elevage Development Group, LLC, its successors and assigns (hereinafter the "Developer").

(II) On April 18, 2016 the City Council gave approval to develop certain property within the City and legally described as follows (hereinafter the "Subject Property"):

Lots 10, 11 and 12, Block 3, Rowe and Knudson's Wooded Homesites, and that part of the
North 19 feet of County Road E, vacated, lying between the extension Southerly access
across said street of the West line of said Lot 12 and the East line of said Lot 11, Ramsey
County, Minnesota. Torrens Property

Lots 9, 13 and 14, Block 3, Rowe and Knudson's Wooded Homesites, Ramsey County,
Minnesota. Torrens Property.

*(commonly known as 157 County Road E, 185 County Road E, 3500 Rustic Place
and 3521 Rice Street)*

(III) Pursuant to City Ordinances, the Developer is required:

- A) To make certain improvements to the Subject Property.
- B) To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C) To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the Subject Property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Applicability.** This agreement is applicable to the Subject Property.
- B) **Zoning.** The Subject Property is zoned Planned Unit Development (PUD) with the underlying zoning designations of: Lot 1 – R2, Attached Residential, Lot 2 - R3, Multi-family residential for the apartment complex and C1, Retail Service for the commercial.
- C) **PUD.** The approved PUD redevelops the existing retail shopping center (157 County Road E) and three single-family residential homes (185 County Road E, 3500 Rustic Place, and 3521 Rice Street) with a mixed-use development. This development consists of a 5-story mixed-use

structure containing a 134 unit general occupancy apartment complex with approximately 6,800 square feet of commercial space on the first floor. Fourteen (14) townhome rental units are also planned.

- D) **Demolition of Existing Site Improvement.** The Subject Property is currently developed with an existing retail shopping center (157 County Road E) and three single-family residential homes (185 County Road E, 3500 Rustic Place, 3521 Rice Street). All existing structures and all other site improvements shall be removed prior to the development of the PUD. The Developer shall obtain a demolition permit. Existing sanitary sewer and water services shall be abandoned, subject to the permitting and inspection requirements of the City. Any wells on the Subject Property shall be sealed according to the requirement of the State of Minnesota Department of Health. Copies of the sealing records shall be sent to the Shoreview Public Works Department.
- E) **City Permits Required.** The Developer shall not commence any tree removal, grading or erosion control activity until a grading permit is issued. A demolition permit and water/sanitary sewer permits are required for the removal of any structures, and utility abandonment.
- F) **Improvements.** All improvements shall be constructed in accordance with the action of the City Council, the City's ordinances and regulations and the approved plans and specifications submitted for the Final Plat and Final Planned Unit Development. The approved plans include the construction of a 5-story mixed-use structure and 14 townhome units located in two 7-unit structures; and associated improvements including driveway access, underground parking, off-street parking area, stormwater management and landscaping. All requirements attached to said project by the City's Council on April 18, 2016, as conditions of the Final Plat and Final Planned Unit Development approval, are to be satisfied whether or not identified in this Agreement.
- G) **Sidewalk/Trail Improvements located in the Public Right-of Way.** The approved development plans identify sidewalks/trails located within the public rights-of-ways of County Road E and Rice Street. These improvements shall be constructed and maintained by the Developer.
- H) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council ("Tree Plan"). Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Plan.

Protective tree fencing shall be inspected by the City Environmental Officer prior to the issuance of a grading permit and commencement of any grading or site development activities. All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

The Developer shall submit a **cash surety in the amount of \$2500.00** to ensure said protection measures will be installed and maintained during construction. If landmark trees are damaged during construction, the replacement ratio is 6 trees per damaged landmark tree and a cash surety at a rate of \$250.00 per replacement tree submitted to the City to ensure replacement.

Tree replacement shall be required as specified in the City's ordinances. Replacement trees that exceed the minimum plant standards as identified in the City's ordinance shall receive credit at the following rate:

- 8' tall Conifer = 1.25 tree replacement credit
- 12'tall Conifer = 1.5 tree replacement credit
- 3" Caliper Deciduous = 1.5 tree replacement credit
- 3.5" Caliper Deciduous = 2 tree replacement credit
- 4" Caliper Deciduous = 2.5 tree replacement credit
- 2.5" Caliper Ornamental = 1.5 tree replacement credit

If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- I) **Oak Wilt Management.** Prior to the removal of any oak trees, the developer shall hire a Certified Arborist to assess the health of the oak trees and identify trees infected by the oak wilt fungus. A Management Plan shall be established by the Certified Arborist to prevent the spread or potential spread of oak wilt to healthy trees. Management strategies may include methods to stop belowground spread, spread by insects, storage or removal of wood/logs from infected trees and chemical protection (**Exhibit F**). Said Plan shall be approved by the City Planner and/or Natural Resource Specialist prior to removal of any vegetation on the property.
- J) **Landscape Installation/Required Screening.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials planted as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

This plan shall include privacy fencing that has a maximum height of 6-feet adjacent to the property at 3520 Rustic Place. Prior to the installation of the fence, the Developer shall receive a fence permit from the City. Said fence shall be constructed and maintained in accordance with the City's Ordinance.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$54,062.50** is required prior to the issuance of any permits for this project.

- K) **3527 Rice Street.** Elevage Shoreview Holdings, LLC has entered into a purchase agreement to acquire the property at 3527 Rice Street. This parcel is not included in the Subject Property and is not part of the Final Plat and Final PUD. The use of this property shall remain as single-family residential until a redevelopment plan is approved by the City Council.

In the event, the Developer fails to close on the property prior to the issuance of the Certificate of occupancy for the mixed-use apartment building on Lot 2, or this property is sold to a third party, the landscape screening, berming or fencing otherwise waived by this Section shall be installed along the common property line.

The approved PUD – Development Stage required additional landscape screening, berming or fencing along the northern lot line of the Subject Property, adjacent to 3527 Rice Street. This condition shall be waived provided sufficient vegetation remains on this property and provides a landscape buffer as intended by this condition.

- L) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the Subject Property and shall incorporate these recommendations into the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.*

The development is subject to the Erosion Control Agreement (**Exhibit C**) for the Planned Unit Development, and the Developer agrees to the terms and conditions of that Agreement.

- M) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade unless development is completed between November 15th to April 15th, then said disturbed areas shall be seeded and disk anchored mulched or sodded by May 15th. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.

1. All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The Developer shall contact the City staff to arrange the site inspection.

- N) **Other Permits.** The applicant is subject to the permitting requirements of other agencies for this development and shall demonstrate compliance before any City permits are issued for this site.

- O) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the Subject Property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the Subject Property or the acts of the Developer, its agents or contractors in relationship thereto.
- P) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on April 18, 2016 (**Exhibit B**) whether or not specified in this Agreement.
- Q) **Maintenance of Utilities.** The Developer agrees that on-site utilities, unless located in a public drainage and utility easement, as shown on the stormwater management plan on file in Planning Case File #2611-16-10 are private and are the sole responsibility of the Developer to maintain. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration chamber, sanitary sewer service, water main with associated valves and hydrants, and water main service.
1. The Developer is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- R) **Stormwater Management: Private Stormwater Ponds and Infrastructure.** All stormwater management infrastructure identified in the submitted plans on record in Planning File 2611-16-10, as private shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed and constructed to minimize the need for maintenance and to reduce the chance of failure.
1. The Developer shall provide, prior to issuance of any permits for the Subject Property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure within the development site. The Management Plan shall include all items required in this Agreement.
 2. Maintenance
 - a) All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).

- b) Unless otherwise indicated in this Agreement, the Developer shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.

3. Non-Routine Maintenance

- a) Maintenance includes those infrequent activities needed to maintain ponding and infiltration areas and/or stormwater ponding infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include sediment and vegetation removal or major repairs to stormwater structures.
 - b) Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.
4. If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer's expense unless otherwise indicated in this Agreement.

S) **Inspection of Utilities.** The City has an interest in the private infrastructure proposed for this development because of its connection to public infrastructure.

- 1. The Developer is solely responsible for the construction management and all construction activities.
- 2. The Developer agrees to pay all costs associated with City inspection and testing of the private utilities. A City inspector is required to be on-site during the construction and installation of all private utility infrastructure, in order to verify that the construction and installation is completed in accordance with City standards and approved plans. The Developer agrees to escrow an amount equal to the estimated cost of a City inspector and associated utility testing. Inspection and testing costs by the City will be deducted from this surety. Any balance remaining upon completion of the project shall be refunded to the Developer, upon approval of the City Council. If the entire surety is utilized prior to the completion of the project, the Developer agrees to escrow additional funds estimated by the City as necessary for the inspection of the remaining portion of work.
- 3. The estimated cost of the City inspector and utility testing is **\$4,000.00**. A cash surety in this amount shall be submitted prior to the issuance of any permits for this project.

T) **As-Builts and Grading Certification.** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

- 1. The final site grading and all improvements;

2. All public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system. Profiles are required.

The as-builts shall conform to the standards specified in **Exhibit A**. The Developer shall deposit an escrow in the amount of **\$6,000.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

- U) **Public Recreation Use Dedication Fee.** The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value (FMV) of the land by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. The developer shall pay the cost of such appraisal. The fair market value conclusions of the appraiser shall be conclusive. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or release of the final plat by the City.

1. Residential Use. The Cash Equivalency Payment required for residential uses is based upon the density of dwelling units per acre on the development, and the FMV of the land. The proposed development has a density of **33.6 units per acre**, therefore, **the Cash Equivalency Payment shall equal 10% of the fair market value**. The appraised Fair Market Value of the Subject Property, based on the purchase agreements is **\$1,630,000.00** and **the Cash Equivalency Payment required is \$163,000.00**. Credit shall be given for the three unit in recognition of the existing homes at 185 County Road E, 3500 Rustic Place and 3521 Rice Street (**Exhibit D**).

- V) **Administrative Fee.** In addition to filing and application fees, the Developer agrees to pay to the City an Engineering Overhead Fee, which shall be as set forth in the City Overhead Charge Table attached as **Exhibit E**. The total project cost for public improvements shall be estimated by the City Engineer. The administrative fee shall be paid before the commencing construction activity on-site by the City. **The fee for this project is \$410.00.**

- W) **Surety Calculation.** If the Developer chooses to construct all or a portion of the improvements required by the City regulations after the time of final plat approval, the Public Works Director, prior to final plat approval, shall prepare a Statement of Required Improvements and Security identifying the improvements to be completed, estimating the cost of the improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the improvements to be completed, specifying a completion date for said improvements, indicating the preparer of the document, and specifying the date of preparation. The Statement of Required Improvements and Security shall be signed and dated by the Developer and shall be attached to the Development Contract as **Exhibit E**.

- X) **Provision of Surety.** The Developer agrees to provide the City with a self-renewing Letter of Credit insuring completion of those improvements identified in **Exhibit E**. The surety may be reduced from time to time as work is completed and approved by the City. The City will retain

a minimum 10% of the surety until all required work has been completed, inspected and approved. The form of Letter of Credit shall be approved by the City Attorney and shall reference the Development Contract, shall describe the procedures to be followed by the City for obtaining funds to construct improvements where necessary, and shall contain other provisions necessary to protect the City's interests. **THE DEVELOPER UNDERSTANDS THAT NO PERMITS OF ANY KIND WILL BE ISSUED UNTIL THE CITY ACCEPTS THIS LETTER OF CREDIT.**

If the Developer conveys its interest in the subject property or any part thereof, or if the Developer assigns its right to construct improvements or otherwise develop the subject property, it shall first notify the City. In the event of a conveyance or assignment prior to completion of the improvements and the development of the subject property, the Letter of Credit shall not be released unless it is replaced by a new Letter of Credit agreement satisfactory to the City.

- Y) **Release of Surety.** The City will consider the release of sureties upon the written request of the Developer. Sureties will not be released until the Developer has demonstrated that the development complies with the approved plans and applicable City Ordinances and standards. Prior to the completion of a project, the Developer may request a partial release of said surety; the City will upon inspection and approval of the improvements will partially release the surety. The City will retain a minimum of 10% of the surety until the development is completed and the Developer demonstrates that the development complies with the approved plans and applicable City Ordinances and standards, including the submission of the required as-built plans of the public infrastructure.
- Z) **Pre-construction Meeting.** The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City Hall.
- AA) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
 2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Rice Street, County Road E or Rustic Place. No fill, excavated material or construction materials shall be stored in the public right-of-way.

3. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
4. Site Maintenance. The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Rice Street, County Road E and Rustic Place on an as needed basis, and at least once weekly while the Subject Property is being graded. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets where sediment is accumulating on said streets from construction and other site traffic, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

BB) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:

1. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
2. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the Subject Property.

CC) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the Subject Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
2. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
3. Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.

4. Exercise any other remedies, which may be available to it, including an action for damages.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this April 18, 2016.

ELEVAGE DEVELOPMENT GROUP, LLC CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

Title

EXHIBIT 'A'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.

4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Builts

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut
9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services
11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.
5. As-built locations, invert and outflow elevations, cross-sections, and civil details for underground infiltration system.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

EXHIBIT 'B'
SPECIAL DEVELOPMENT TERMS

1. The Final Plat shall be revised to include:
 - a. 10-foot drainage and utility easements along the road rights-of-ways.
 - b. 20-foot wide drainage and utility easement that transcends Lot 1. The proposed storm sewer line in this easement area does not serve a public purpose and will remain private.
2. A public use dedication fee shall be submitted as required by ordinance prior to release of the Final Plat by the City.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The Landscape Plan shall be revised to include privacy fencing with a maximum height of 6-feet, adjacent to the property at 3520 Rice Street.
5. The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits.

EXHIBIT 'C'

EROSION CONTROL ESCROW AGREEMENT

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and Elevage Development Group, LLC its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$12,600.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined in its reasonable discretion that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
6. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
6. Erosion Control inspection fee per Code of \$200 per month

This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$70.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The

ELEVAGE DEVELOPMENT GROUP, LLC
FINAL PLAT/FINAL PUD –
157/185 COUNTY ROAD E, 3500 RUSTIC PLACE, 3521 RICE STREET
Page 16 of 20

obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 18th day of April, 2016

Developer:

ELEVAGE DEVELOPMENT GROUP, LLC

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

Its

EXHIBIT D

***Public Use Dedication Fee
Cash Equivalent Calculation***

Elevage Development Group, LLC
Subdivision known as **Elevage First Addition**

Purchase Cost of Development Site:	\$2,080,000.00	
157 County Road E		\$1,630,000
185 County Road E		\$ 120,000
3500 Rustic Place		\$ 160,000
3521 Rice Street		\$ 170,000

Fee, based on a rate of 10% of the market value of 157 County Road E: \$163,000

Notes:

1. City approval of the Final Plat and Final PUD resulted in 148 residential units and 6,800 sf of commercial space.
2. The fee is based on 10% of the site fair market value, as identified on the appraisal dated May 28, 2015.
3. Dwelling density is 33.6 units per acre (148 Units on 4.2 acres).
4. Credit is given for the appraised value of the three existing residential units as these were established residential uses.

EXHIBIT 'E'

**STATEMENT OF REQUIRED IMPROVEMENTS AND SECURITY
AND OVERHEAD CHARGES
THE MCMILLAN – ELEVAGE DEVELOPMENT GROUP, INC.
FINAL PUD**

A. MISCELLANEOUS IMPROVEMENTS IN R.O.W

1. Driveway Approaches (Remove & Replace)	\$ 6,000.00
2. Catch Basin Modifications	\$ 1,500.00
3. Street Repair	\$ 7,000.00
4. Sewer & Water Services	\$ 6,000.00
	\$ 20,500.00
Per Ordinance	<u>1.25</u>
	\$ 25,625.00

NOTES: Administrative Overhead Fee is based on \$ 20,500.00
(20,500.00 X 2% = \$410.00)

ELEVAGE DEVELOPMENT GROUP, LLC

Prepared by: Tom Wesolowski

Date: April 15, 2015

OVERHEAD CHARGE TABLE AND RATE FEE

<u>PROJECT CONTRACT AMOUNT FOR PUBLIC IMPROVEMENTS</u>	<u>AMOUNT</u>
\$0.00 to \$100,000	2.00%
\$100,001 to \$200,000	1.70%
\$200,001 to \$300,000	1.40%
\$300,001 to \$400,000	1.10%
\$400,001 and over	0.80%

Rates Approved
Dated: June 2, 1982

**EXHIBIT F
OAK WILT MANAGEMENT**

Oak wilt is a lethal fungal disease normally spread through root grafts between adjoining oak trees. The disease also may be spread overland by sap beetles. In Minnesota, construction activities that injure roots, break branches, or otherwise open a wound on an oak between April 1 and July 1 provide the beetles easy access to transmit the fungus. Some studies have found the occurrence of oak wilt to be four times more likely within 160 feet of a construction site. The subject property contains oak trees that will be removed during the time period specified above, therefore, the Developer is required to prepare an Oak Wilt Management Plan by a Certified Arborist.

This Plan shall include the following Oak wilt prevention steps shall include but not be limited to the following:

1. Highest priority is to establish strict tree protection zones beyond the drip line of any residual oaks. This includes any contact with branches, the trunk or the ground within the tree protection zone.
2. Any felled oak trees must have the stump painted with a water-based paint within 3 minutes of the tree felling.
3. All wood from felled trees must be removed by July 20th.
4. Said wood shall not be moved to areas where oak wilt is not present.
5. Any wounding on residual oak trees during construction must be sealed with water-based paint immediately. This includes exposed roots.

Please refer to “Oak Wilt in Minnesota (Minnesota Extension publication MI-3174)” for additional information on identifying the disease and tree protection.



Elevage Development Group

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Airports

Notes

Mixed Use Redevelopment
File No. 2602-16-01



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

400.0 0 200.00 400.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

April 4, 2016

CITY OF SHOREVIEW
c/o Kathleen Castle
4600 Victoria Street North
Shoreview, Minnesota 55126

Kathleen:

On behalf of ELEVAGE DEVELOPMENT GROUP, LLC (“EDG”) and its wholly-owned subsidiary ELEVAGE SHOREVIEW HOLDINGS, LLC (“ESH”), I submit this narrative in support of the applications for a Final PUD and Final Plat.¹ This letter offers additional information required for each application

1. Development Stage Conditions –

- a. Items identified in City Engineer’s memo dated January 20th.

The items from City Engineer’s memo are addressed below –

- Watershed Permits. Response to comments about watershed permits are addressed in detail under clause (d) below.
- Wells. Elevage is aware of wells that remain on the property. Elevage will be hiring a licensed plumber to close and abandon the wells pursuant to applicable regulations. Elevage has agreed to provisions addressing wells in the Site Development Agreement.
- Water lines. Elevage has separated the piping for water protection and domestic supply prior to entering the building as requested.
- Townhome Waterlines. Water and sanitary sewer lines for the townhomes were added to the plans as requested.
- Trail. Elevage is willing to install a 8-foot wide bituminous trail along Rice Street in lieu of a 6-side walk and to agree to a condition that it will connect to any trail system installed to the north of the Property and to any pedestrian friendly component of the Rice Street bridge connection. Elevage consents to language in the Site Development Agreement addressing the trail specifics that the City requests.
- Cash Escrow. Elevage will submit all escrow amounts once determined.
- Tree preservation surety. Elevage consents to the current provision in the Site Development Agreement requiring the surety.
- Tree Replacement. Elevage has added considerably more trees to the plan since the January 20, 2016 and has worked to diversify the new tree mix. Elevage consents to the current provision in the Site Development Agreement requiring compliance with the tree replacement ordinance.

¹

The undersigned is an owner, officer, and governor of EDG.

- b. Items identified by the Fire Marshall in his letter dated January 11th.

The items identified in the Fire Marshall's letter have been addressed. The requested hydrants have been added and are shown on the submitted drawings. The dead end on the townhomes was eliminated and truck turn radius for both lots are shown on the plans.

- c. Approval of final grading, drainage, utility, and erosion control plans.

All plans were submitted to the City Engineer for review and were approved. In addition, Elevage consents to the current provision in the Site Development Agreement requiring issuance of grading permit before any work commences and that no site grading shall occur prior to installation of approved erosion control measures, execution of required agreements, and submission of sureties.

- d. Secure permit for Ramsey Washington Metro Watershed District.

The permit application is in progress waiting on soil borings. Elevage understands that no work may commence until a final watershed permit is issued. We have verified with the Saint Paul Waterworks that infiltrating water at this location is approved as planned.

- e. Contribution to Forestry Fund.

Elevage will make the contribution to the Forestry Fund once the final amount is calculated. Elevage consents to the current provision in the Site Development Agreement requiring contribution to the fund.

- f. Enter Site Development Agreement and Erosion Control Agreement with the City.

Elevage is working with the City to reach final versions of each agreement. Elevage expects final drafts of both agreements to be completed shortly.

2. Listing of Persons Responsible for the Plans –

Architect:

Aaron Roseth
Elness Swenson Graham Architects
500 Washington Avenue South
Minneapolis, MN 55415
p: 612.339.5508

Civil:

Todd A. Erickson, PE
Erickson Civil
333 North Main Street, Suite 201
Stillwater, MN 55082
p: 612.309.3804

3. Proposed Changes

Since March 7, 2016, Elevage has entered into a written purchase agreement with Thomas and Karen Johnson to purchase the house immediately north of the Project at 3527 Rice Street. The Johnson's property will be redeveloped in a manner that supports the Project. At present, Elevage is analyzing the highest and best uses for the Johnson property, but do not believe that the additional screening or landscaping to the north is needed any longer. Although Elevage does not envision any circumstances where the Johnson Property is sold to a third-party for use as a single-family home, Elevage agrees to provisions in the Site Development Plan that would require additional screening and landscaping if that were to happen. We have revised the landscape plan to plant larger replacement trees than initially proposed.

There are no other changes to the Development PUD.

Of course, if you have any questions, comments, or concerns about this matter, please do not hesitate to contact me at your earliest opportunity. Please note that I have included for your convenience a copy of the Conditions of Approval -March 7, 2016 as well as the City Engineer's January 20, 2016 memo and the Fire Marshall's January 11, 2016 letter.

Respectfully,



Michael J. Mergens

Encls.

THE MCMILLAN

157 COUNTY ROAD E WEST, SHOREVIEW, MN 55126

The McMillan
157 COUNTY ROAD E WEST,
SHOREVIEW, MN 55126



elmsw swenson graham architects
500 WASHINGTON AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55415
P. 612.339.5508
F. 612.339.5582
WWW.ESGARCH.COM

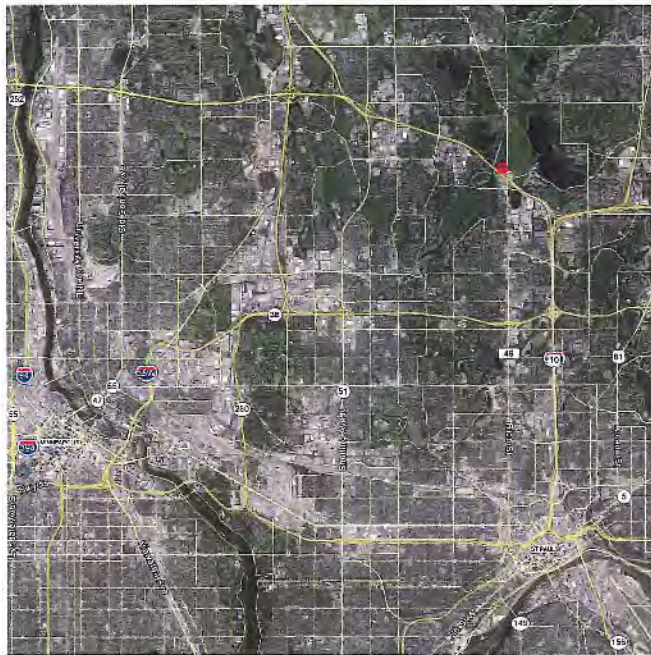
I hereby certify that this plan, specification, or
report was prepared by me or under my direct
supervision and that I am a duly licensed architect
under the laws of the State of Minnesota.

Signature _____
Typed or Printed Name _____
License # _____

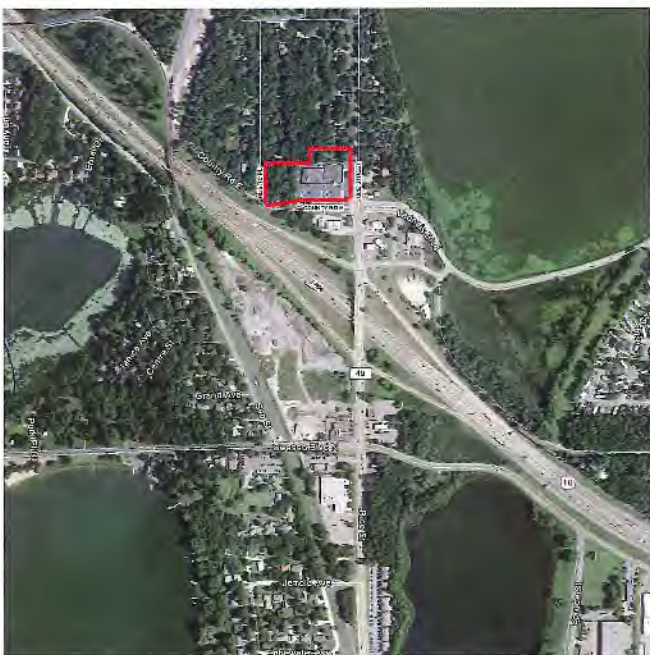
NOT FOR
CONSTRUCTION



PROJECT LOCATION



Vicinity



Site Location

PROJECT METRICS

	TOTAL GSF		PARKING GSF		TOTAL USE BUILDING METRICS		TOTAL GSF	PARKING GSF	TOTAL GSF	PARKING GSF	TOTAL GSF	PARKING GSF
	GSF	GSF	GSF	GSF	GSF	GSF	GSF	GSF	GSF	GSF	GSF	GSF
LEVEL 1	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 2	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 3	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 4	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 5	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 6	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 7	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 8	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 9	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 10	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 11	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 12	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 13	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 14	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 15	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 16	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 17	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 18	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 19	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 20	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 21	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 22	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
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LEVEL 27	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 28	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
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LEVEL 43	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 44	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 45	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 46	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 47	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 48	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 49	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 50	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 51	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
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LEVEL 60	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 61	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 62	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 63	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 64	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 65	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 66	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 67	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
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LEVEL 69	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 70	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 71	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 72	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 73	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 74	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 75	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 76	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 77	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 78	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 79	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 80	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 81	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 82	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 83	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 84	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 85	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 86	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 87	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 88	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 89	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 90	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 91	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 92	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 93	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 94	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 95	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 96	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 97	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 98	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 99	21,384	61,154	76	8,880	5,881	13,471	14,810	17				
LEVEL 100	21,384	61,154	76	8,880	5,881	13,471	14,810	17				

PROJECT TEAM

Owner/Developer: Elevage Development Group, LLC.
10001 Baltimore St. NE
Blaine, MN 55418

Architect: Elmsw Swenson Graham Architects Inc.
500 Washington Ave. South, Suite 1050
Minneapolis, MN 55415
Ph: 612-339-5508
Fax: 612-339-5362

Contractor: T.B.D.

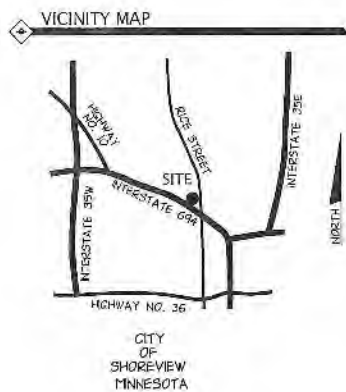
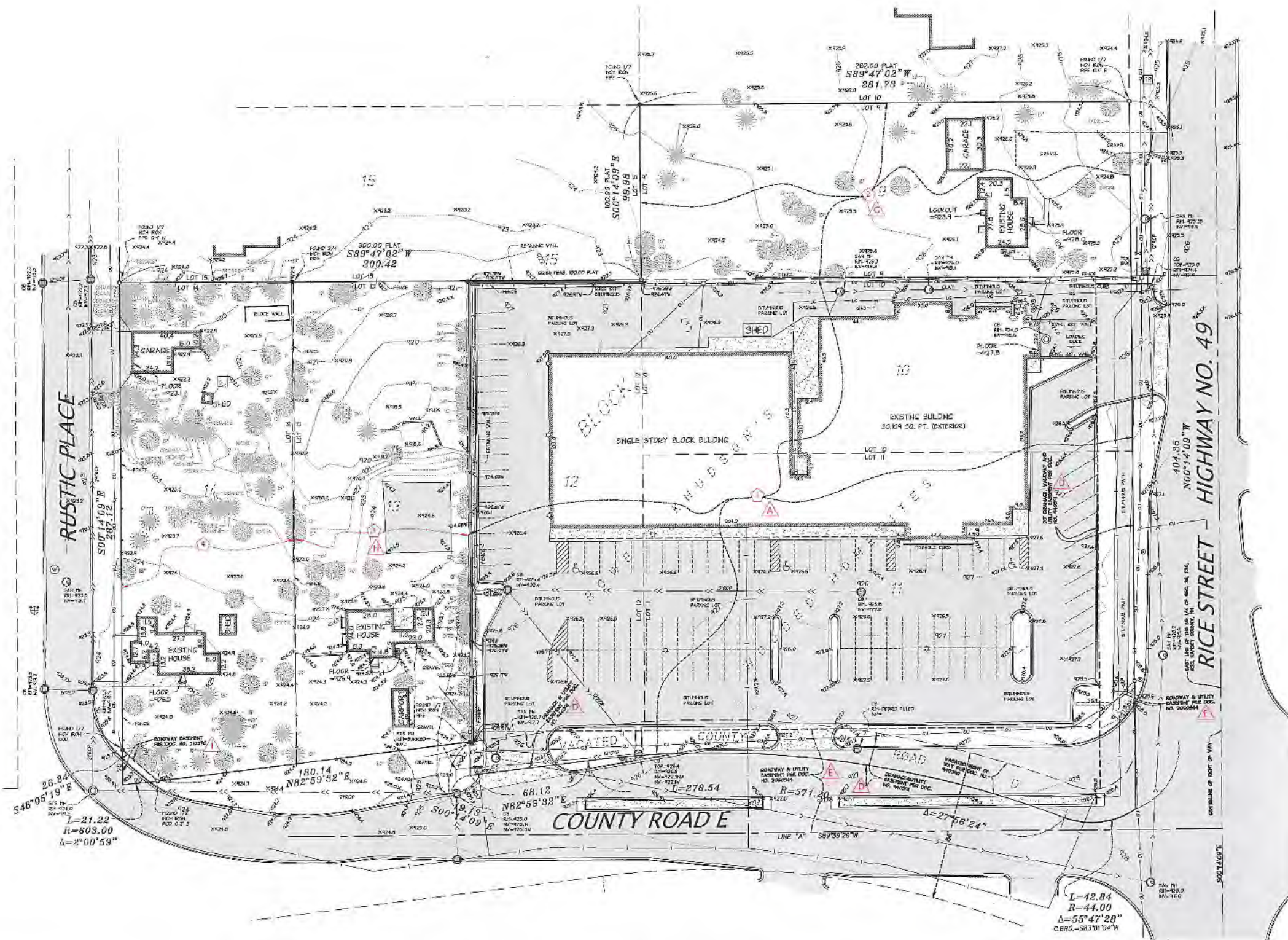
Civil/Landscape: Erickson Civil Site
323 N. Main Street, Suite 201
Shoreview, MN 55126
Ph: 612-308-3804

Structural Engineer: T.B.D.

**Mechanical,
Electrical,
Plumbing Engineers:** Design-Build

SHEET INDEX

SHEET NUMBER		SHEET NAME	PUD SUBMITTAL	PUD FINAL SUBMITTAL
GENERAL INFORMATION				
T1.1	TITLE SHEET		*	*
C01	CIVIL		*	*
C01	SURVEY		*	*
C02	FINAL PLAN		*	*
C03	EXISTING CONDITIONS & DEMO PLAN		*	*
C04	LAYOUT PLAN		*	*
C05	GRADING PLAN		*	*
C04	UTILITY PLAN		*	*
C05	DETAILS		*	*
C05	DETAILS		*	*
LANDSCAPE				
L1	Landscape Plan		*	*
LANDSCAPE				
E1	Landscape Plan		*	*
LANDSCAPE				
D1	DRAINAGE MAP		*	*
ARCHITECTURAL				
A00	EXISTING SITE IMAGES		*	*
A02	DESIGN PERSPECTIVE		*	*
A03	TRUCK PERSPECTIVE		*	*
A04	AERIAL PERSPECTIVE		*	*
A05	PHOTOMONTAGE		*	*
A01	SITE PLAN - LEVEL 1 PLAN		*	*
A02	FLOOR PLANS		*	*
A01	EXTERIOR ELEVATIONS		*	*
A02	EXTERIOR ELEVATIONS		*	*
A03	EXTERIOR ELEVATIONS (TOWNHOUSE)		*	*



UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. Gopher State One Call, LOCATE TICKET NUMBER(S) 153132318, 153132322, 153132324 & 153132341. SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST. OTHER UTILITIES MAY EXIST ON THIS SITE THAT WERE NOT MARKED UP.



BUILDING SETBACK & ZONING INFO

THIS PARCEL IS ZONED C-2 (COMMERCIAL BUSINESS). THE BUILDING HEIGHT RESTRICTIONS FOR THIS ZONING DISTRICT IS 35 FEET PER THE CITY OF SHOREVIEW PLANNING DEPARTMENT. THE FRONT BUILDING SETBACK IS 50 FEET ADJOINING STREET. THE SIDE YARD BUILDING SETBACK IS 10 FEET AND THE REAR YARD BUILDING SETBACK IS 20 FEET. THE PARKING SETBACKS ARE 20' ADJOINING STREETS AND 5' REAR AND SIDE. THERE IS A 75% MAXIMUM IMPERVIOUS COVERAGE REQUIREMENT. ALL SETBACK INFORMATION PROVIDED BY THE CITY OF SHOREVIEW PLANNING DEPARTMENT.

SURVEY NOTES:

1. BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE RAMSEY COUNTY SURVEYORS OFFICE.
2. UNDERGROUND UTILITIES SHOWN PER GOPHER STATE ONE CALL LOCATES AND AS-BUILT PLANS PROVIDED BY THE CITY OF SHOREVIEW PUBLIC WORKS DEPARTMENT.
3. THERE MAY BE SOME UNDERGROUND UTILITIES: GAS, ELECTRIC, ETC., NOT SHOWN OR LOCATED.

FLOOD INFORMATION:

THIS PROPERTY LIES WITHIN AN NON DESIGNATED AREA AS SHOWN ON THE FLOOD RISK MAP 27123C036G, DATED JUNE 4TH, 2010. NON DESIGNATED AREAS ARE CONSIDERED TO BE IN ZONE X.

EXISTING PARKING

THERE ARE 108 VISIBLE PARKING STALLS DESIGNATED ON THIS PARCEL INCLUDING 3 HANDICAP STALL.

BENCHMARKS

ELEVATIONS BASED ON INFORMATION AS SHOWN ON THE MNDOT GEODETIC WEBSITE. SURVEY DISK 0285 N WITH AN ELEVATION OF 927.31 WAS USED TO ESTABLISH VERTICAL CONTROL FOR THIS SURVEY (NAVD 88).

ALTA NOTES:

ITEM 16. THIS PARCEL SHOWS NO OBVIOUS SIGNS OF RECENT CONSTRUCTION.

ITEM 17. THERE ARE NO PROPOSED RIGHT-OF-WAY CHANGES FOR THE CITY OF SHOREVIEW PLANNING DEPARTMENT AS OF THE DATE OF THE CERTIFICATION.

ITEM 18. THERE WAS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

ITEM #19. THERE WAS NO EVIDENCE OF A WETLAND AS OF THE DATE OF THIS CERTIFICATION.

LEGAL DESCRIPTION:

The following Legal Descriptions are as shown on the various Old Republic National Title Insurance Company Title Commitments as follows:

(Commitment Number 39729, dated September 10th, 2015.)
Lots 10, 11, and 12, Block 3, Rowe & Knudson's Wooded Homesites, and that part of the North 19 feet of County Road E, vacated, lying between the extensions Southerly across said street of the West line of said Lot 12 and the East line of said Lot 11, Ramsey County, Minnesota. Torrens Property.

(Commercial Partners Title Commitment Number 50359, dated Sept. 27th, 2015.)
Lot 9, Block 3, Rowe & Knudson's Wooded Homesites, Ramsey County, Minnesota. Torrens Property.

(Commercial Partners Title Commitment Number 29817, dated Feb. 25th, 2015.)
Lot 13, Block 3, Rowe & Knudson's Wooded Homesites, Ramsey County, Minnesota. Torrens Property.

(Commercial Partners Title Commitment Number 39934, dated Mar. 26th, 2015.)
Lot 14, Block 3, Rowe & Knudson's Wooded Homesites, Ramsey County, Minnesota. Torrens Property.

AREA:

TOTAL AREA AS SHOWN - 191.80 SQ. FT.

SCHEDULE B2 NOTES:

The following survey related easements and encumbrances are shown on the various Old Republic National Title Insurance Company Title Commitments as follows:

- (Commitment Number 39729, dated September 10th, 2015.)
1. It is hereby agreed that any public utility company shall have the right to enter upon and set poles along dividing line between lots for the purpose of stringing wires thereon for the purpose of furnishing electric light and power to any of the persons purchasing lots in said addition, and such utility company or companies shall also have the right to trim trees for purpose of stringing its said wires; as shown by recital on the Certificate of Title. (COVERS ENTIRE PARCEL, NOT SHOWN)
 2. Subject to an easement for public utility purposes per Document No. 623508, and subject to an easement for purposes utility purposes over that part of County Road E vacated by Document No. 940390; as shown by recital on the Certificate of Title. NOTE: The public roadway easement contained in Document No. 623508 was vacated by document No. 940390. (AS SHOWN ON SURVEY)
 3. Terms and conditions of Order dated January 18, 1956, filed February 14, 1956, as Document No. 360298. (NOT SHOWN ON SURVEY)
 4. Terms and conditions of and easements per Document No. 940391. (AS SHOWN ON SURVEY)
 5. Easements for roadway and utility purposes, in favor of Ramsey County, as created in Final Certificate dated December 17, 2008, filed January 9, 2009, as Document No. 2060544. (AS SHOWN ON SURVEY)
- (Commercial Partners Title Commitment Number 50359, dated Sept. 27th, 2015.)
6. Subject to covenants and agreements contained in Warranty Deed dated March 25, 1940, filed March 30, 1940, as Document No. 183155. (Shown as recital on Certificate of Title) (COVERS ENTIRE LOT, MAY HAVE EXPIRED)
- (Commercial Partners Title Commitment Number 39817, dated Feb. 25th, 2015.)
7. Terms and conditions of utility easement contained in Warranty Deed dated October 13, 1940, filed October 22, 1940, as Document No. 188182. (COVERS ENTIRE LOT, MAY HAVE EXPIRED)
- (Commercial Partners Title Commitment Number 39934, dated Mar. 26th, 2015.)
8. Terms and conditions of Final Certificate, including an easement for highway purposes, and the right to erect temporary snow fences upon the land adjacent to the easement filed May 23, 1967, as Document No. 510370. (AS SHOWN ON SURVEY)

CERTIFICATION:

To: Havage Shoreview, LLC, Commercial Partners Title, LLC, Old Republic National Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c) 8, 9, 11(b), 14, 16, 17, 18, and 19, of Table A thereof. The field work was completed on November 12th, 2015.

CORNERSTONE LAND SURVEYING, INC.
dated: 11-12-15
Revised:

By: Daniel L. Thurnes
Minnesota License No. 25718

The Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company Title Commitments as listed above were relied upon for matters of record. Other easements may exist that were not shown in this commitment and are not shown on this survey.

LEGEND

☐ CABLE TV PEDISTAL	☐ STORM MANHOLE
☐ AIR CONDITIONER	☐ FIRE EXPT. CONNECTION
☐ ELECTRIC MANHOLE	☐ HYDRANT
☐ ELECTRIC METER	☐ CURB STOP
☐ ELECTRIC PEDESTAL	☐ WATER VALVE
☐ ELECTRIC TRANSFORMER	☐ BOLLARD
☐ LIGHT POLE	☐ FLAG POLE
☐ CUB WIRE	☐ FISHBASKET
☐ POWER POLE	☐ UNKNOWN MANHOLE
☐ GAS METER	☐ 500.0 SPOT ELEVATION
☐ TELEPHONE PEDESTAL	☐ CONIFEROUS TREE
☐ SANITARY MANHOLE	☐ DECIDUOUS TREE
☐ CATCH BASIN	
☐ FLARED END SECTION	
☐ ROOF DRAIN	
☐ WATER MANHOLE	

— UNDERGROUND ELECTRIC
— UNDERGROUND CABLE TV
— UNDERGROUND FIBER OPTIC
— UNDERGROUND TELEPHONE
— UNDERGROUND GAS

— SANITARY SHANK
— STORM SEWER
— WATER MAIN
— OVERHEAD UTILITY
— CURB (TYPICAL)
— CONTOURS

157
COUNTY RD. E. W.

SHOREVIEW

CONTACT:

c/o Michael J. Margens
EntrePartner Law Firm, PLLC
Highlight Center
807 Broadway Street NE, Suite 140
Minneapolis, MN 55413
612.314.8001 (office)
612.314.8003 (direct)
612.207.3660 (mobile)
http://www.entrepartnerlaw.com

COUNTY/CITY:

RAMSEY
COUNTY
CITY OF
SHOREVIEW

REVISIONS:

DATE	REVISION
11-12-15	PRELIMINARY ISSUE

PROJECT LOCATION:

157
COUNTY RD. E. W.
PID#363023110038
PID#363023110009
PID#363023110011
PID#363023110035

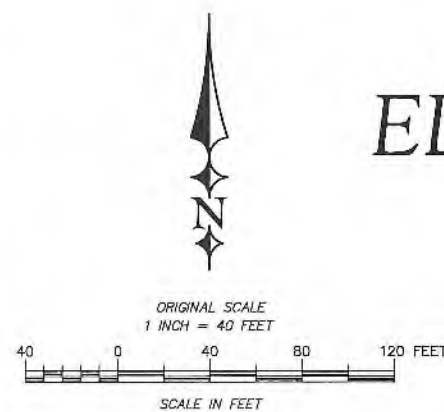
Suite #1
6750 Stillwater Blvd. N.
Stillwater, MN 55082
Phone 651.275.8909
Fax 651.275.8976
dane@csurvey.net

CORNERSTONE
LAND SURVEYING, INC.

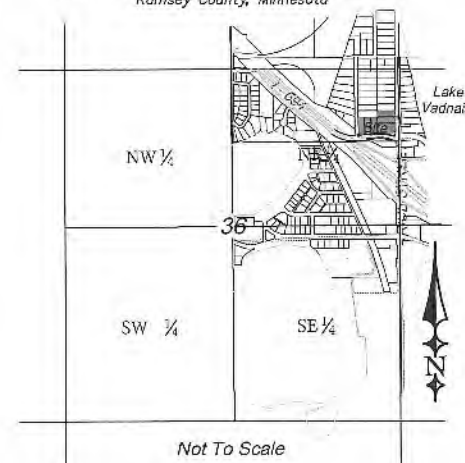
FILE NAME: SURVNOT03
PROJECT NO.: NOT15003

CERTIFICATE OF
SURVEY

ELEVAGE FIRST EDITION



Site Location Map
Section 36, Township 30 North, Range 23 West
Ramsey County, Minnesota



LEGEND

- DENOTES SET 1/2 INCH BY 16 INCH IRON PIPE MONUMENT MARKED WITH A PLASTIC CAP INSCRIBED "RLS 12938"
- DENOTES FOUND MONUMENT, SIZE AND MARKINGS AS INDICATED
- ⊙ DENOTES RAMSEY COUNTY CAST IRON MONUMENT

NOTES

1) ORIENTATION OF THIS BEARING SYSTEM IS BASED ON RAMSEY COUNTY COORDINATES NAD83 (1986 ADJUSTMENT).

Owners Certificate

KNOW ALL MEN BY THESE PRESENTS: _____, a _____ corporation under the laws of Minnesota, owner of the following described property, situated in the City of Shoreview, County of Ramsey, State of Minnesota:

Lots 10, 11, and 12, Block 3, Rowe & Knudson's Wooded Homesites, and that part of the North 19 feet of County Road E, vacated, lying between the extensions southerly across said street of the West line of said Lot 12 and the East line of said Lot 11, Ramsey County, Minnesota, and Lot 9, 13 and 14 Block 3, Rowe & Knudson's Wooded Homesites, Ramsey County, Minnesota. Torrens Property.

Has caused the same to be surveyed and platted as EDG SHOREVIEW and does hereby dedicate or donate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said _____, a _____ corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: _____

Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____, a _____ corporation under the laws of Minnesota, on behalf of the corporation.

Signature

Print Name

Notary Public
My Commission Expires _____

Surveyors Certificate

_____, Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the Surveyor's Certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____, Land Surveyor

Minnesota License No. _____

STATE OF MINNESOTA
COUNTY OF WASHINGTON

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Paul A. Johnson, Land Surveyor.

Todd A. Erickson
Notary Public, Minnesota
My Commission expires January 31, 2019

City of Shoreview

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

Mayor Clerk

Department of Property Records and Revenue

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Director
Property Records and Revenue

Deputy

County Surveyor

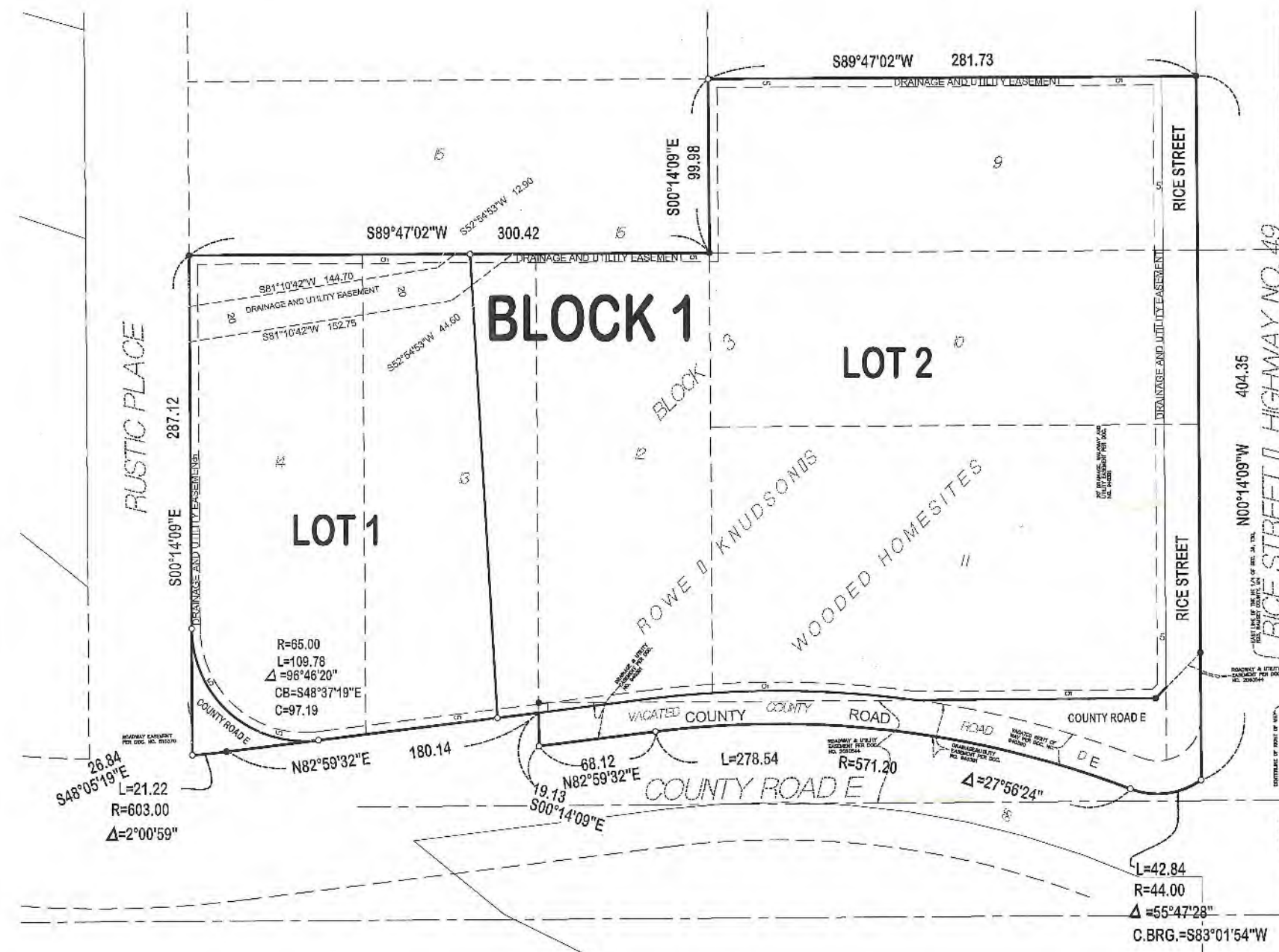
I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 333A.42, this _____ day of _____, 20____.

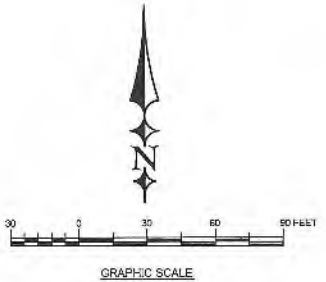
Craig W. Hinzman, L.S.
Ramsey County Surveyor

County Recorder
County of Ramsey, State of Minnesota

I hereby certify that this plat of EDG SHOREVIEW was filed in the office of the County Recorder for the public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

Deputy County Recorder





LEGEND:

- CABLE TV PEDESTAL
- AIR CONDITIONER
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- LIGHT POLE
- GUY WIRE
- POWER POLE
- GAS METER
- TELEPHONE PEDESTAL
- SANITARY MANHOLE
- CATCH BASIN
- FLARED END SECTION
- ROOF DRAIN
- WATER MANHOLE
- STORY MANHOLE
- TIRE DEPT. CONNECTION
- HYDRANT
- CURB STOP
- WATER VALVE
- BOLLARD
- FLAG POLE
- TRAFFIC SIGN
- UNKNOWN MANHOLE
- SPOT ELEVATION
- CONFEROUS TREE DEMO
- DECIDUOUS TREE DEMO
- CONFEROUS TREE TO REMAIN
- DECIDUOUS TREE TO REMAIN
- PROPERTY BOUNDARY
- UNDERGROUND ELECTRIC
- UNDERGROUND CABLE TV
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- UNDERGROUND GAS
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- TURK
- CLUBS (TYPICAL)
- CONTOURS

KEYED NOTES:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

LANDMARK TREE TABLE

LANDMARK TREES TO BE REMOVED				LANDMARK TREES TO REMAIN			
Tree #	Tree Species	DBH (Inches)	Notes	Tree #	Tree Species	DBH (Inches)	Notes
1	Super Maple	24		30	Oak	24	
2	Oak	24		31	Scrub Pine	18	
3	Beverly	18	not landmark	32	Maple	18	
4	Oak	24		33	Maple	18	
5	Oak	24		34	Maple	22	
6	Oak	33		35	Spruce	36	
				36	Maple	36	
				37	Oak	40	
				38	Oak	15	
				39	Oak	15	
				40	Oak	15	
				41	Oak	15	
				42	Oak	15	
				43	Oak	15	
				44	Oak	15	
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				46	Oak	15	
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				100	Oak	15	

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- Tree #98
- Tree #99
- Tree #100

LANDMARK TREES TO REMAIN			
Tree #	Tree Species	DBH (Inches)	Notes
1	Oak	24	
2	Oak	24	
3	Oak	24	
4	Oak	24	
5	Oak	24	
6	Oak	24	
7	Oak	24	
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100	Oak	24	

ERICKSON CIVIL

333 North Main Street, Suite 201
Sulwater, Minnesota 55082
Phone (612) 305-3804
www.ericksoncivil.com

DRAWING PHASE:

OWNER REVIEW

✓ AGENCY REVIEW

BID DOCUMENT

PERMIT SET

AS-BUILT DOCUMENT

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

TODD A. ERICKSON, PE
40418
LICENSE NO.
FINAL PUD
DATE:

OWNER/DEVELOPER

ELEVAGE DEVELOPMENT GROUP, LLC
10901 Baltimore St. NE
Blaine, Minnesota 55449

PROJECT TITLE

THE MCMILLAN
157 COUNTY ROAD E, W.
SHOREVIEW, MN 55126

NO.

REVISION DESCRIPTION

DATE

JOB NO.

15-172

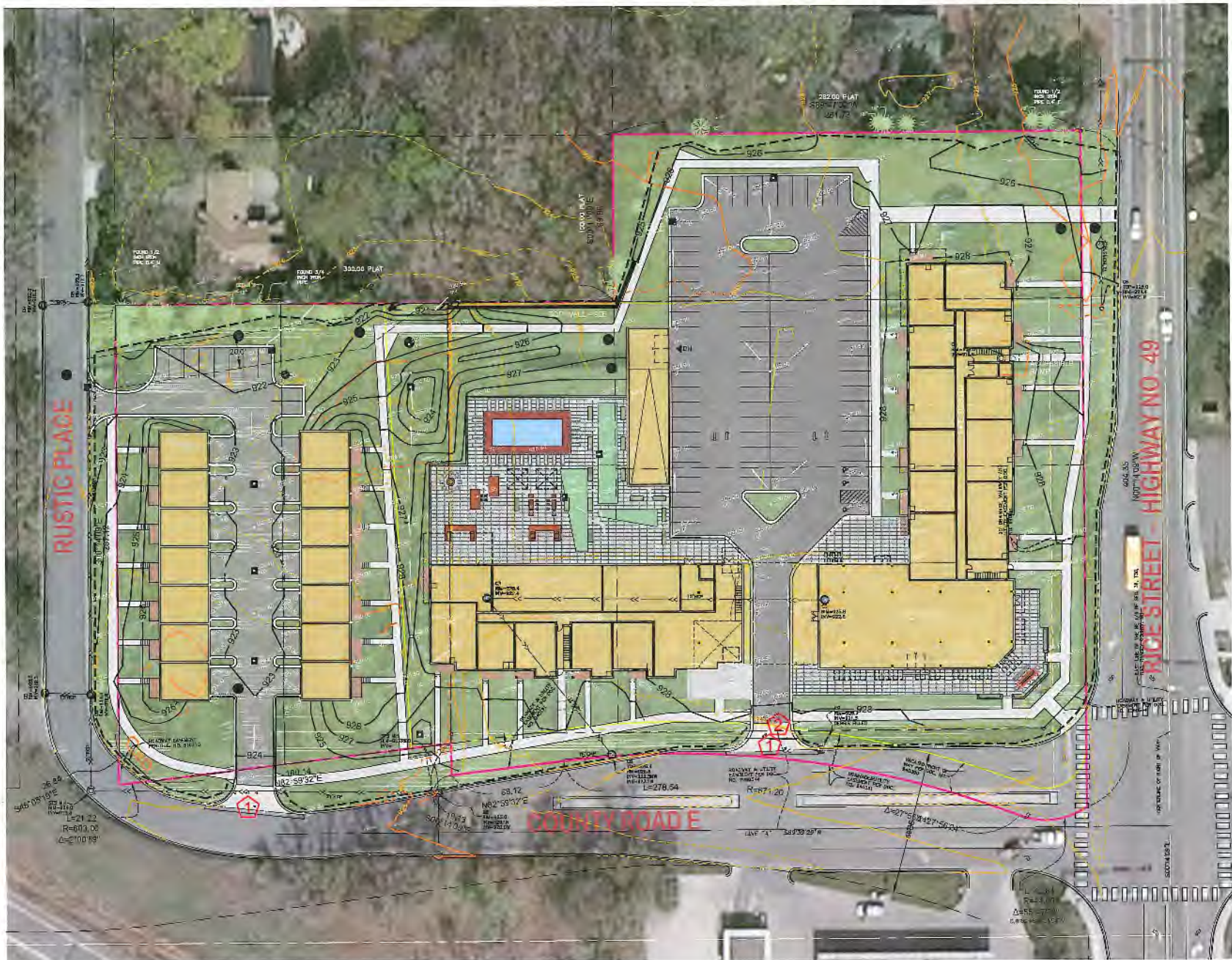
SHEET TITLE

EXISTING CONDITIONS & DEMO PLAN

SHEET NO.

C1

SHEET 1 OF 8



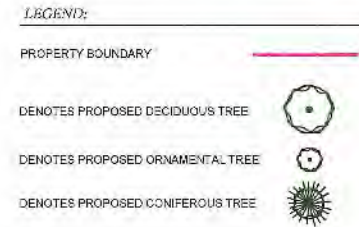
DRAWING PHASE:
OWNER REVIEW
✓ AGENCY REVIEW
BID DOCUMENT
PERMIT SET
AS-BUILT DOCUMENT

ELEVAGE DEVELOPMENT GROUP, LLC
10901 Baltimore St. NE
Blaine, Minnesota 55449

THE MCMILLAN
157 COUNTY ROAD E. W.
SHOREVIEW, MN 55126

NO.	REVISION	DESCRIPTION	DATE

JOB NO.	15-172
SHEET TITLE	TREE PLANTING PLAN
SHEET NO.	L1
SHEET 1 OF 1	



KEYED NOTES:

- 1
- 2
- 3
- 4

NOTES:

- 1) ALL PLANTING BEDS SHALL RECEIVE MIN. 6" TOPSOIL, HEAVY LANDSCAPE FABRIC AND BROWN METAL EDGING WHERE MULCH MEETS LAWN.
- 2) ALL LAWN AREAS SHALL RECEIVE A MINIMUM OF 3" OF TOPSOIL.
- 3) ENTIRE SITE SHALL BE IRRIGATED. DESIGN/BUILD BY CONTRACTOR.
- 4) HYDRONULCH WITH TACKIFIER ALL OPEN AREAS WITH LOW OR NO FESCUE MIX FROM TWIN CITY SEED COMPANY AND BE SEED AT A RATE OF 220 LBS. PER ACRE, VA 20LS/ACRE ANNUAL RYE.
- 5) BUILDING CONTRACTOR SHALL INCLUDE COST OF ELECTRICAL AND PLUMBING FOR INSTALLATION OF IRRIGATION SYSTEM. IRRIGATION CONTROL BOX SHALL BE BY LANDSCAPE CONTRACTOR.
- 6) MAINTENANCE STRIP AND OTHER AREAS IDENTIFIED FOR MULCH SHALL BE 4" MINUS WASHED LIMESTONE PLACED AT A MIN. DEPTH OF 4" OVER 6 MIL POLY. PERENNIAL AND ANNUAL PLANTING AREAS SHALL RECEIVE 4" OF COARSE SHREDDED HARDWOOD MULCH WITH NO FABRIC.

TREE REPLACEMENT CREDIT:

- 12" Conifers = 1.5 tree replacement credit.
 3" Caliper Deciduous = 5 tree replacement credit.
 3.5" Caliper Deciduous = 1 tree replacement credit.
 4" Caliper Deciduous = 1.5 tree replacement credit.

DECIDUOUS TREES

Plant Name	Latin Name	Quantity	Size	Type
DECIDUOUS TREES				
A Autumn Blaze Maple	Acer x freemanii 'Jeffersred'	4	3-1/2" DIA.	B&B
B Skyline Honey Locust	Gleditsia triacanthos 'Skycole'	2	2-1/2" DIA.	B&B
C Regal Prince Oak	Quercus 'Regal Prince'	17	2-1/2" DIA.	B&B
D Sunburst Honey Locust	Gleditsia triacanthos 'Suncole'	17	2-1/2" DIA.	B&B
E River Birch Clump	Betula nigra	1	2-1/2" DIA.	B&B
F Ginkgo	Ginkgo biloba 'Princeton Sentry'	3	3-1/2" DIA.	B&B
G Black Walnut	Juglans nigra	2	3-1/2" DIA.	B&B
H Hackberry	Celtis occidentalis	2	3-1/2" DIA.	B&B
J Royal Red Norway Maple	Acer platanoides 'Royal Red'	2	3-1/2" DIA.	B&B
K Autumn Spire Red Maple	Acer rubrum 'Autumn Spire'	16	3-1/2" DIA.	B&B
CONIFEROUS				
L Fat Albert Blue Spruce	Picea pungens 'Fat Albert'	12	8-FT	B&B
M Black Hills Spruce	Picea glauca 'Densata'	15	12-FT	B&B
N White Fir	Abies concolor	11	12-FT	B&B
O Norway Spruce	Picea abies	19	12-FT	B&B
P Weeping White Spruce	Picea glauca 'Pendula'	5	8-FT	B&B
ORNAMENTAL				
Q Korean Maple	Acer pseudosieboldianum	2	2-1/2" DIA.	B&B
R Snowdance Japanese Lilac	Syringa reticulata 'Snowdance'	10	2-1/2" DIA.	B&B
S Limelight Hydrangea (tree form)	Hydrangea paniculata 'Limelight (tree form)'	7	2-1/2" DIA.	B&B
T Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance (tree form)'	14	2-1/2" DIA.	B&B
V Spring Snow Flowering Crab	Malus 'Spring Snow'	12	2-1/2" DIA.	B&B

TYPICAL FOUNDATION PLANTINGS



Strawberry Candy Daylily



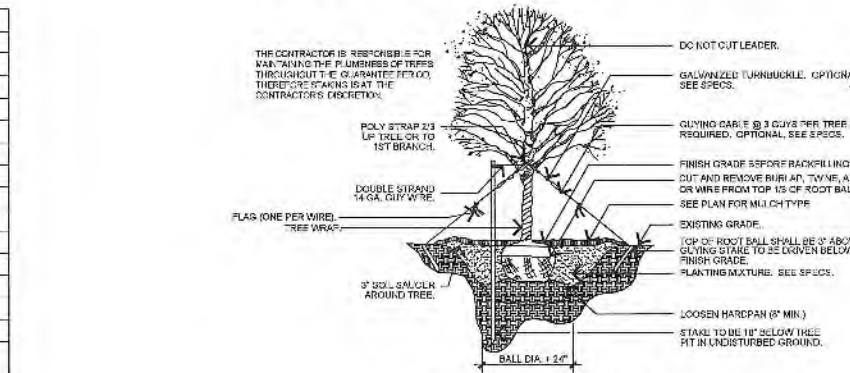
Karl Foerster Reed Grass



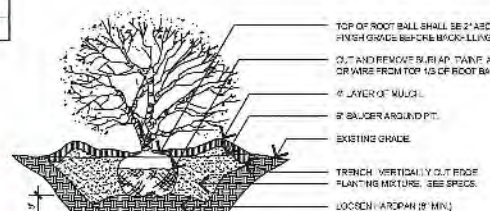
Spirea Tor Birchleaf



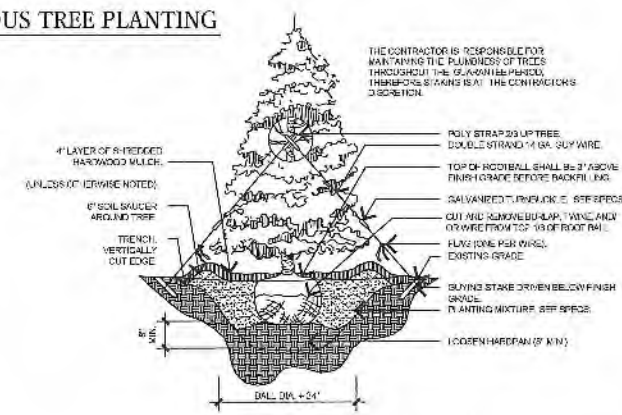
Purple Emperor Stonecrop



DECIDUOUS TREE PLANTING



SHRUB PLANTING



CONIFEROUS TREE PLANTING

NOT FOR
CONSTRUCTION

EDG PUD FINAL
SUBMITTAL

ORIGINAL ISSUE: 10/20/2015

ADDITIONS

No. Description Date

215537

EXTENSION NUMBER

ESG

ESG

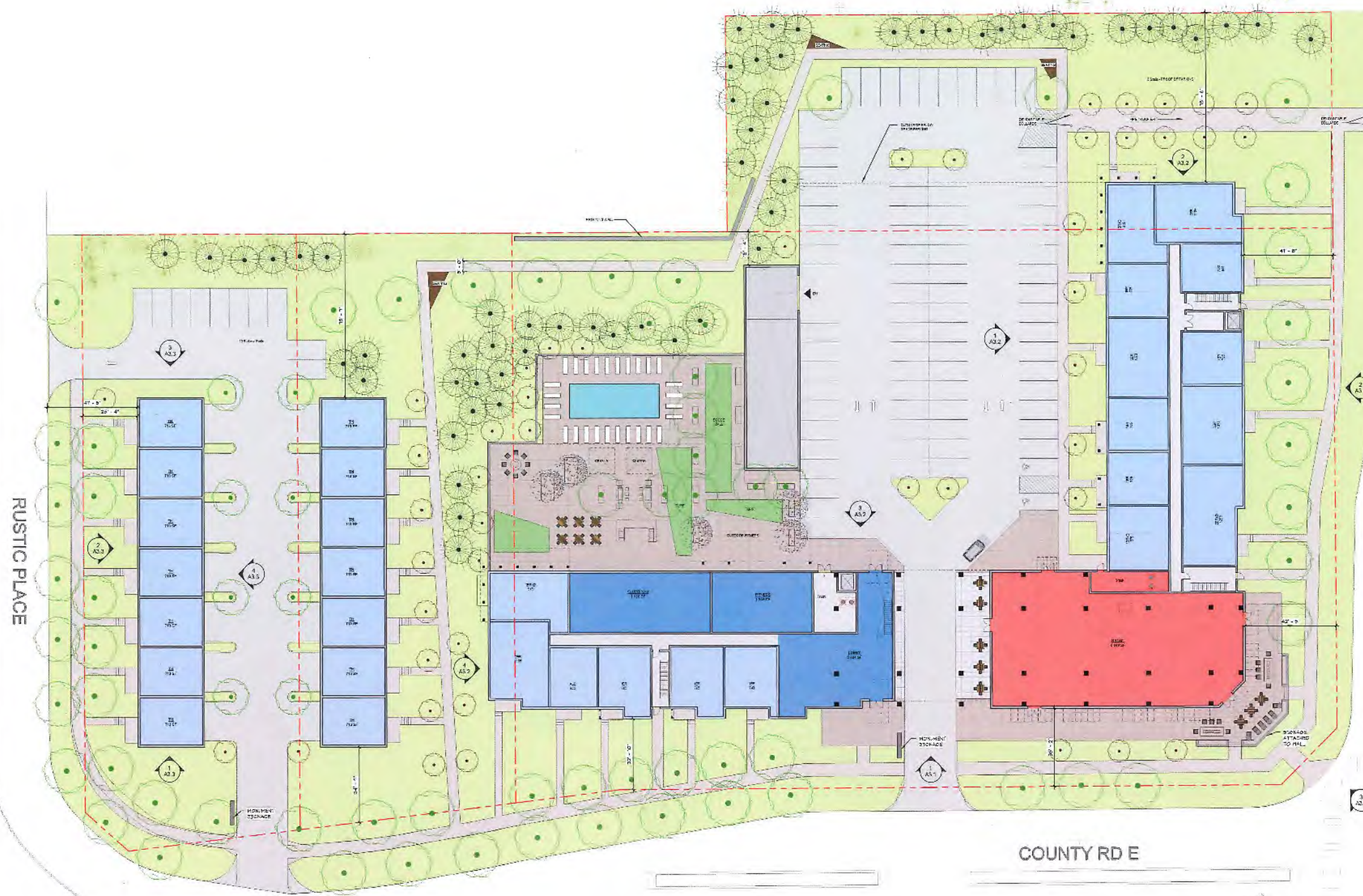
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1/1/2015

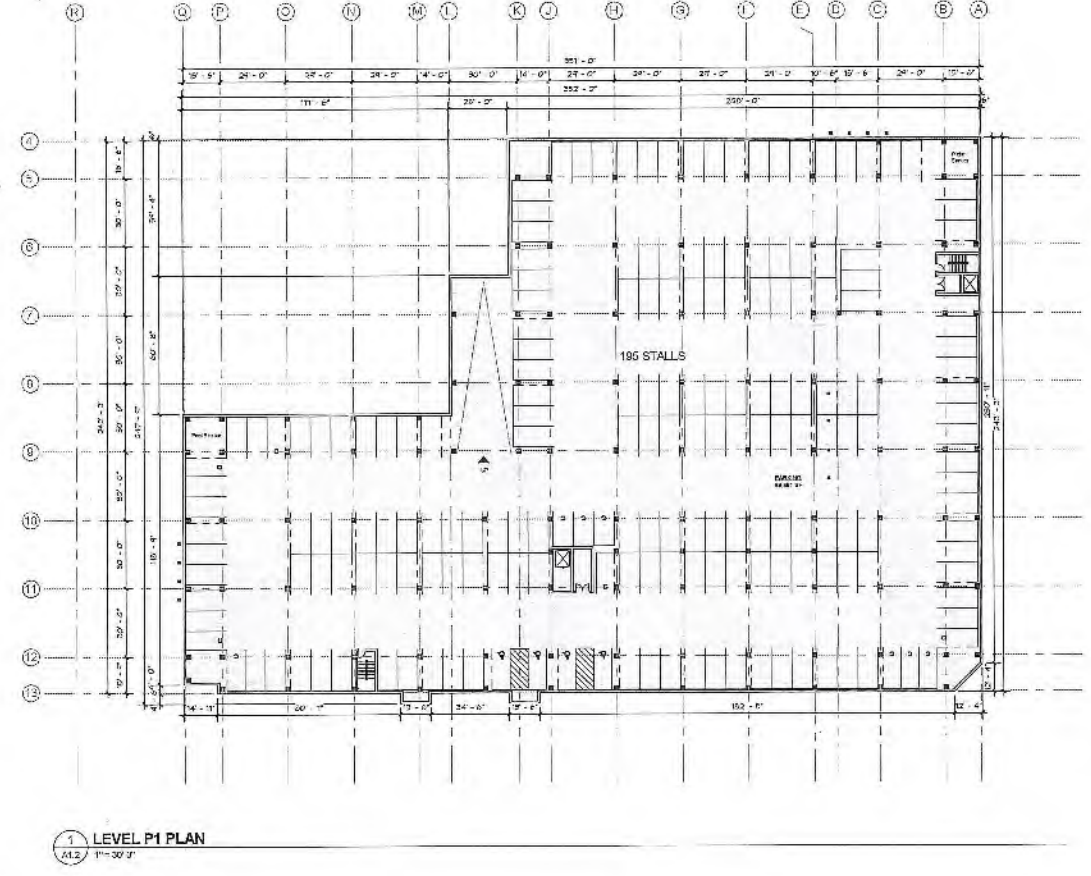
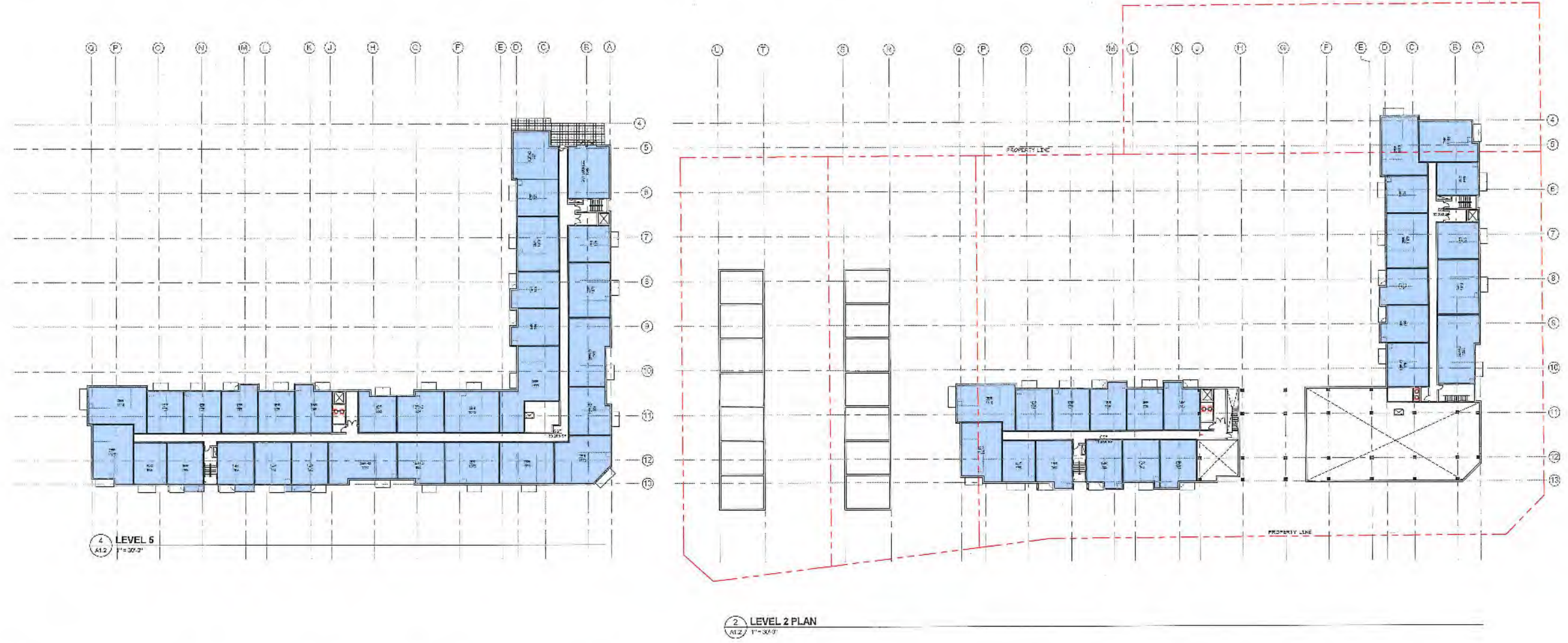
The McMillan

SITE PLAN - LEVEL 1 PLAN

A1.1



NOT FOR
CONSTRUCTION



EDG PUD FINAL SUBMITTAL		
ORIGINAL ISSUE: 12/20/2015		
REVISIONS		
No.	Description	Date
215537		
PROJECT NUMBER		
ESG	ESG	
DRAWN BY	CHECKED BY	
P1 PLAN		
The McMillan		
FLOOR PLANS		
A1.2		

EXTERIOR MATERIAL KEYNOTES	
1A	BRICK #1
1B	BRICK #2
2A	CAST-IN-PLACE CONCRETE
3A	META. PANEL #1
3B	META. PANEL #2
3C	META. PANEL #3
3D	WOOD GRASSER CEMENT PANEL COLOR #1
4A	STUCCO #1
4B	ANODIZED ALUMINUM STOREFRONT (BY KEYNOTES)
4C	PEPPER GRASS WOOD/DOOR/DARK BRONZE
4D	PEPPER GRASS WOOD/DOOR/SILVER
5	PICKETED RAILING PAINTED BLACK
6	PREMANUFACTURED ANODIZED BALCONY DARK BRONZE
7	METAL MESH
8	WOOD DOOR
9	PREMANUFACTURED METAL BALCONY DARK BRONZE WITH METAL MESH (REF. SIMILAR TO KEYNOTE 13)
GENERAL NOTES - EXTERIOR ELEVATIONS	
1. TRY TO MINIMIZE THE GRASS VARIETIES. REFER TO CIVIL FOR CORRECT GRADE.	

The McMillan
157 COUNTY ROAD E. WEST,
SHOREVIEW, MN 55126



elmsw sweeney graham architects
506 WASHINGTON AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55415
P: 612.339.5588
F: 612.339.5582
WWW.ESGARCH.COM

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota.

Signature _____
Typed or Printed Name _____
License # _____

NOT FOR
CONSTRUCTION



EDG PUD FINAL SUBMITTAL

ORIGINAL ISSUE: 11/23/2015

REVISIONS

No.	Description	Date

KEY PLAN



215537

PROJECT NUMBER

ESG ESG

DESIGN BY ENGINEER BY

1ST FLOOR

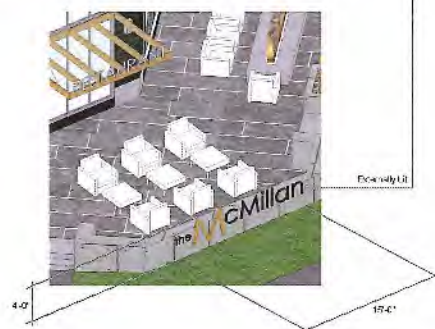
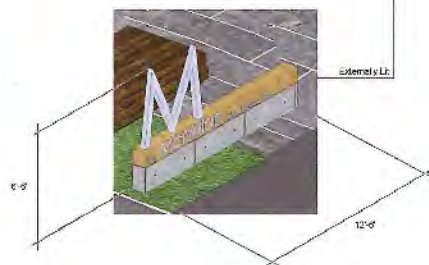
The McMillan

EXTERIOR ELEVATIONS

A3.1



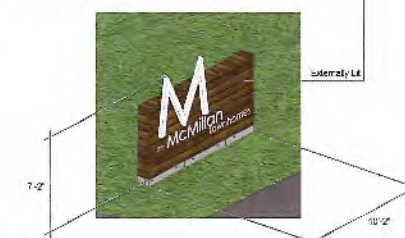
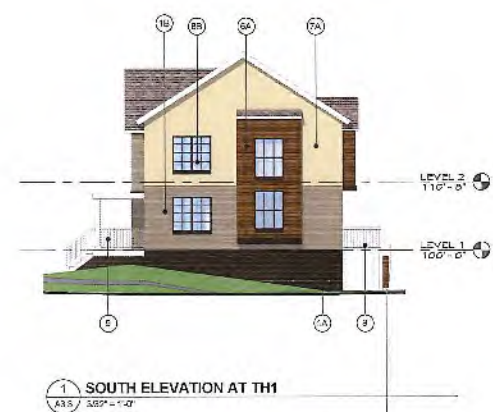
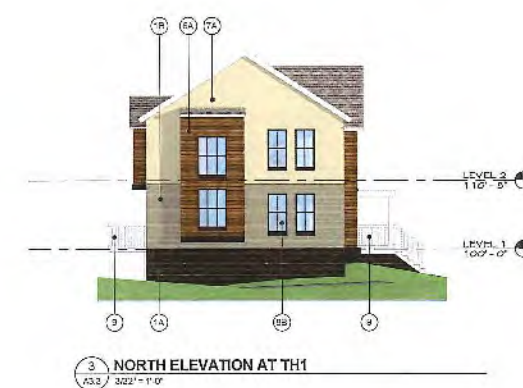
SIGNATURE ARCHITECTURE PROJECT IDENTIFICATION SIGN
INTERNALLY LIT - TRANSLUCENT ON TWO FACES ONLY (OPAQUE
ON ALL OTHER FACES)



11/23/2015 11:46:00 AM

TRANSLUCENT FACE

NOT FOR
CONSTRUCTION



EXTERIOR MATERIAL KEYNOTES

1A BRICK #1
2A BRICK #2
5A CASE-IN-PLACE CONCRETE
6A METAL PANEL #1
6B METAL PANEL #2
7A METAL PANEL #3
8A WOOD OR FIBER-CEMENT PANEL COLOR #1
9A STUCCO
10A EXPOSED ALUMINUM STORFRAC (DARK BRONZE)
15A FIBERGLASS WINDOWS/DOORS LARK BRONZE
16A FIBERGLASS WINDOWS/DOORS SILVER
17A POLISHED WOOD-PANEL #1 BLACK
18A PLYM. FRACTURED LAMINATE BROWN/DARK BROWN
19A KNOCK-OUT LIGNER
20A WOOD CLADDING
21A KNOCK-OUT FACED METAL BAY DOOR DARK BRONZE
WITH METAL FIBER IN-FILL SIMILAR TO KEYNOTE 13

GENERAL NOTES - EXTERIOR ELEVATIONS

1. TO 2. TO INTERIOR TR - GRAIN VARIES, REFER TO
CALL. FOR CORRECT GRAIN

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to authorize a Professional Services Agreement with WaterSmart Software for customer engagement and analytic activities in conjunction with Shoreview's water conservation program.

ROLL CALL: AYES _____ NAYS _____

JOHNSON	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
SPRINGHORN	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
APRIL 18, 2016

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK MALONEY, PUBLIC WORKS DIRECTOR
DATE: APRIL 14, 2016
SUBJECT: AUTHORIZATION FOR WATERSMART SOFTWARE

INTRODUCTION

The City of Shoreview previously received state grant funding to assist with the "Know Your Flow" water conservation program. The work program associated with that effort and other desired water conservation activities identified for the next 3 years requires the acquisition of specialized software/data management services. Staff has identified the necessary services and recommends that the City Council authorize approval of a professional services agreement with WaterSmart Software.

DISCUSSION

Like many metropolitan municipalities, Shoreview supplies drinking water to residents and businesses via groundwater wells. Recent attention concerning the sustainability of groundwater resources in Minnesota is well documented, and it's long been in the City's best interest to encourage responsible use of the public water supply. Historically Shoreview has been a strong and effective advocate for creating a community conservation ethic, and was one of the first cities in this market to fully implement tiered water rates. The City has also adopted conservation measures like odd-even watering restrictions and has regularly ramped up education and outreach efforts to reduce water demand. We have dramatically reduced "unaccounted-for water" through improved leak detection and system maintenance, and completed a city-wide water meter calibration and replacement program in 2009. The City of Shoreview has encouraged and incentivized water conservation for decades, and recent downward trends in water consumption reflect those efforts. Still, it is believed that there is potential for more water conservation, and that topic appears to grow in importance with growing concern for water supply sustainability in the Twin Cities.

Accordingly, Shoreview developed a concept to elevate this education and outreach effort over the next few years. Last year the City was awarded a \$54,000 grant from Minnesota's Environment and Natural Resource Trust Fund (ENRTF) for Shoreview's "Know Your Flow" Program. In short, the City's proposal was to provide more timely and focused water consumption data to a group of customers, and determine if a higher level of water conservation could be achieved by making a clearer connection between behavior and water use. The City's original Know Your Flow work plan included the provision of remote devices for customers to track water use in the 400 volunteer residences as well as activities related to more frequent customer contact.



Since the time of the grant application, City staff has become aware of very sophisticated and data intense, yet cost-effective, out-sourced solution for portions of our work plan, specifically the part of the

project that relates to customer interaction and focused outreach. For example, the original work plan contemplated giving program participants access to additional water data features on the Shoreview's website or utility billing system. It was recognized that City staff, or possibly outside consultants, would need to design and implement these features. In the early stages of this process, we became aware of the WaterSmart software firm that not only provides access to detailed water consumption data, but provides water customers with very specific conservation insight and does so by using technology that they're already familiar with. Staff has recently received approval from ENRTF grant administrators to use State grant funding to hire WaterSmart for delivery of those portions of the work program as it pertains to the 400 customers in the Know Your Flow Program.

After extensive discussion with their firm's representatives, and continued analysis of the outcomes that City desires from the Know Your Flow Program, it appears that there could be great benefit to engaging WaterSmart on a larger scale in Shoreview. The firm has demonstrated innovative approaches to working with water customers in a number of high profile (and drinking water sensitive) markets; they appear to be well positioned to help the City demonstrate leadership in the area of water conservation. Staff has identified a work program where public water consumption, property and climate data would be used to give water customers a personalized level of water conservation alternatives. Similar to what Xcel Energy customers currently see regarding their electrical consumption, Shoreview water customers would begin seeing "Home Water Reports" that compared their water use to their peer group, and provided water conservation advice specific to their use. The work program also includes customer access to water consumption data and recommendations via mobile device apps. Details of this proposed work program were shared with the City Council at a recent workshop session.



City staff has negotiated the attached agreement and work plan with WaterSmart for provision of these services. The total estimated value of services that would be authorized in the proposed agreement for the 3-year period is \$86,100, which breaks down as:

ENRTF Grant Funding (State)	\$17,000
City of Shoreview	\$69,100

The City's portion of the costs for these services would be funded the same as other water conservation activities (e.g. leak detection/notification, mailings, article publication) are via the Water Utility. Staff estimates that this work program will save Shoreview approximately \$10,000 over the period of the agreement by eventually eliminating the city's own separate leak detection reporting and notification process.

RECOMMENDATION

It is recommended that the City Council consider authorizing a Professional Services Agreement with WaterSmart Software for customer engagement and analytic activities in conjunction with Shoreview's water conservation program.



Services Agreement

This agreement is made between WaterSmart Software, PBC. ("WaterSmart"), a Delaware Public Benefit Corporation, and City of Shoreview ("Utility"). The Scope of Work describing services to be provided by WaterSmart and cooperation required of Utility, is attached as Exhibit A (the "Scope of Work"). In addition, for the protection of Utility and WaterSmart, certain customary legal terms are set forth below and on the "Software-as-a-Service Provisions" attached as Exhibit D. This services agreement and its incorporated attachments are together referred to as the "Agreement".

1. The term of the Agreement begins when signed by Utility and shall end thirty-nine months later if not extended as provided for herein.
2. Payment by Utility under this Agreement, inclusive of all fees and reimbursed expenses, shall not exceed \$86,100 for the initial term specified above. WaterSmart shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Scope of Work, and Utility shall pay invoices within 30 days of receipt.
3. At any time during the term of the Agreement, either party has the right to terminate the Agreement upon 30 days written notice to the other party. Upon such termination, WaterSmart will be compensated for the reasonable value of its services provided through the termination date.
4. WaterSmart is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
5. WaterSmart shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service vendors serving water utilities in the United States. WaterSmart has and shall maintain any applicable licenses or authorizations necessary to provide its services to Utility.
6. The Software-as-a-Service Provisions attached as Exhibit D are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, and limitation of liability.
7. WaterSmart shall hold harmless, defend and indemnify Utility and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of WaterSmart's services, to the extent caused by any negligent act or omission of WaterSmart, any of its subcontractors, and anyone directly or indirectly employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Utility. WaterSmart's defense and indemnity shall be

provided to the extent insurance proceeds are available from the insurance coverages required below; WaterSmart's defense and indemnity liability is limited to such coverages.

8. Unless otherwise specified, WaterSmart shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial General Liability Insurance (policy as broad as the standard ISO form)	\$2,000,000 per occurrence / \$4,000,000 aggregate per policy
Professional Liability (errors and omissions)	\$3,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles	\$2,000,000 per accident
Workers' Compensation	As required by statute

9. All insurance coverages of WaterSmart are primary insurance as to Utility. Utility shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
10. Upon request by Utility, a certificate of insurance shall be promptly provided by WaterSmart confirming the coverages above.
11. WaterSmart shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement.
12. WaterSmart shall comply, and upon request shall certify its compliance with, any conflict of interest avoidance requirements of Utility.
13. Upon or before external launch of WaterSmart's services, Utility and WaterSmart shall cooperate to mutually approve a press release announcing the parties' relationship. Each party may disseminate and display such press release and/or its contents, and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.
14. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable extension agreement prior to the expiration of the initial term. WaterSmart's current form of term extension agreement is attached here as Appendix E and, upon request by Utility, will be promptly prepared by WaterSmart, including relevant scope and/or price changes, for Utility's review and signature.
15. This Agreement may be executed in counterparts. It states the complete agreement of the parties concerning its subject matter, and it may be extended or amended only in a writing signed by both parties.

IT IS SO AGREED.

WATERSMART SOFTWARE, PBC.
20 California Street, Suite 200

San Francisco, CA 94111

By:

—

Robin Gilthorpe, CEO

Date:

City of Shoreview

4600 Victoria St North

Shoreview, MN 55126

By:

—

Terry Schwerm, City Manager

Effective Date:

Exhibit A: Scope of Work

PROGRAM AT A GLANCE

Program Overview

- Program Length: 15-month first term, plus 2 additional 12-month terms
- Current Accounts:
 - 6,444 Single Family Residential (SFR) Accounts
 - 2,402 Other Accounts
- Meter Data:
 - Accounts are billed quarterly, approximately one third of city is billed each month;
 - All meters will be read each month on the 15th of the month

Dashboard and Portal

- Customer Portal: Access for all accounts
- Utility Analytics Dashboard: Profiles for all accounts

Welcome Letter

- Sent to ~405 “Know Your Flow” participants with Customer Portal access at start of program
- Sent to all 4,000 Water Report Recipients in advance of receiving first Water Report (6 months into Year 1)

Water Reports

- Residential Recipients: 4,405 Accounts (4,000 randomly selected accounts + 405 “Know Your Flow” participant)
- Residential Control Group: ~2,000 Accounts
- Frequency: Recipients will receive 2 cycles of reports for the first term, thereafter recipients will 4 cycles per account for second term; reports are sent monthly after bills are sent

Special Circumstances:

☒ As specified below:

- Although the City bills quarterly, it will read meters monthly and provide that data to WaterSmart on a monthly basis as meters are read.
- ~405 “Know Your Flow” participants will have changes in consumption measured via the Utility Analytics Dashboard “Program Participation” report. City will provide to WaterSmart a list of “Know Your Flow” participants.
- For the first six months of Year 1, the ~405 “Know Your Flow” participants will receive an initial Welcome Letter and Customer Portal access. The City of Shoreview will be responsible for notifying customers that new monthly data is available by email until the Group Messenger Module is complete in the Utility Analytics Dashboard (anticipated June 2016). At this point, Shoreview will be able to send emails to “Know Your Flow” participants directly through the Utility Analytics Dashboard.

- After approximately six months in Year 1, WaterSmart will send a Welcome Letter to the 4,000 randomly selected Water Report recipients and begin sending Water Reports to all 4,405 Water Report recipients according to the City's billing schedule.

SECTION 1: INTRODUCTION AND PROGRAM ELEMENTS

Introduction

WaterSmart Software ("WaterSmart") is a customer engagement and analytics platform. City of Shoreview ("Utility") has contracted with WaterSmart to implement a customer engagement program to serve its population.

The program is comprised of the following elements, which are explained in more detail below:

- **Utility Analytics Dashboard:** Analytics, customer support tools and Program performance data for Utility staff
- **Customer Portal:** Additional engagement and information for account owners
- **Alerts:** Leak and high usage alerts (if selected)
- **Water Reports:** Customized reports mailed or emailed to each participant

As a software-as-a-service (SaaS) provider, WaterSmart will provide all major program elements to the Utility:

- Program setup and initialization, including data collection;
- Hosting of WaterSmart Customer Portal and Utility Analytics Dashboard;
- Creation and delivery of Utility-branded Water Reports and alerts to Utility water customers; and
- Measurement and verification to allow the Utility to evaluate the program.

Utility is responsible for providing WaterSmart key program inputs including account information, regular feeds of meter data, and logos and contact information. Utility will also be responsible for timely feedback and input on key program elements during initialization. Utility will maintain responsibility as the primary contact for customer inquiries and technical assistance.

WaterSmart and Utility shall each designate a single person as Program Manager for the program. All Utility decisions shall be channeled through the Utility Program Manager. In addition, Utility shall designate a Data contact who is responsible for providing the data indicated below.

This scope of work and agreement cover services rendered over term of the agreement. The exact timing of program launch and duration of services may vary depending on Utility resource levels, data availability, and other unforeseeable events. WaterSmart will endeavor to adhere to the proposed schedule. Utility's responsiveness and prompt provisioning of necessary program inputs is also critical to schedule adherence.

A proposed schedule is provided in Exhibit C, Schedule of Performance.

Utility Analytics Dashboard

The Utility Analytics Dashboard provides Utility staff insights on customer engagement and water use efficiency, both on an aggregate level and for individual customer accounts. The Utility Analytics Dashboard includes data for all customer classes whose data is provided to WaterSmart. WaterSmart will host the Utility Analytics Dashboard and will be responsible for all maintenance and security. The Utility may use the Utility Analytics Dashboard to create individualized, separate logins for as many Utility staff as it wishes.

Customer Portal

The WaterSmart Customer Portal, available to customers through a mobile and web interface, allows the Utility to engage with its customers, deliver targeted, personalized messages about their water use, alert them about potential leaks, inform them about rebate programs, and educate them on the value of water. The Portal features an integrated customer survey to gather important customer details related to occupancy, appliance age, water use behavior, and other important metrics. Users or managers of multiple units, such as homeowners associations and commercial organizations, can also see a combined view of all consumption data in a unified view. WaterSmart will host the Customer Portal and will be responsible for all maintenance and security.

Alerts and Notifications

WaterSmart can provide alerts to residential customers to notify of a potential leak, or to notify a customer that they have reached a self-selected consumption threshold. Alerts and notifications can be sent through multiple channels -- email, SMS text message, or automated voice call. Customers must opt-in through the Customer Portal to receive alerts via SMS text message or automated voice call. Automated leak alerts are only available for utilities with AMI data.

Welcome Letter

Accounts that have access to the Customer Portal or that receive Water Reports are sent a Welcome Letter to explain the program and its benefits. Through the Welcome Letter, accounts are directed to an online survey to fill out their customer profiles. The Welcome Letter is branded for the Utility (including Utility logo, contact information and a signature line from an appropriate Utility representative) and will inform recipients about the program and what they can expect to receive.

Water Reports

Water Reports are informative, carefully designed reports that help deliver targeted messages from the Utility to customers including messages about water efficiency, social comparisons, the value of water, and rate changes. Water Reports can be sent via mail or email, and may be targeted to certain accounts (specified in "Special Circumstances" under the Program at a Glance and subject to approval by WaterSmart), sent to randomly selected accounts as part of a randomized control trial, or sent to all of a utility's customers. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features.

Surveys

WaterSmart will invite enrolled accounts to respond to two surveys on behalf of the Utility. The first is the Customer Profile available to customers through the Customer Profile and linked to in the Welcome Letter, WaterSmart will also send a digital invitation to complete a post-launch Satisfaction Survey on behalf of the Utility to all accounts for which an email address is available.

SECTION 2: PROGRAM INITIALIZATION

The initialization phase of the program will begin with Contract Signing (or Purchase Order Issue if a Purchase Order is necessary for invoicing) and will last for three months. WaterSmart will begin the (first) 12-month implementation term at the start of the fourth month after Contract Signing/PO Issue. If a utility has provided the data and input necessary to launch the program early, WaterSmart will accommodate by making the Customer Portal and Utility Analytics Dashboard available and sending the first Welcome Letters prior to the start of the 3-month initialization phase, though the invoicing schedule will not change. Significant delay on the part of the utility may allow for less than 12 months of service or fewer than the planned number of reports to be sent during the 12 month period.

To initialize the program, WaterSmart will work with Utility to set up the transfer of key data elements, discuss customized elements of the Customer Portal and Water Reports, finalize a Welcome Letter, and train Utility employees on the WaterSmart platform. Below are the key steps for the Program Initialization Phase.

Kickoff

WaterSmart will conduct a 60- to 90-minute introductory online meeting to orient Utility staff involved in the Program with the Reports, Alerts and Web Applications. WaterSmart suggests Utility include a representative from each functional group that will be involved with the implementation of the program: Conservation, Customer Service, Field Service, Finance, Marketing/Public Information Office, and Information Technology (IT).

Data Transfer

WaterSmart will work with utility to securely transfer a dataset on accounts, including but not limited to the following data:

Account Information:

- Account Number
- Account Type
- Account Sequence Number
- Property APN, where available
- Meter Size
- Customer Mobile Number, where available
- Service Address
- Billing Address
- Customer Name
- Customer Email, where available

Consumption History:

WaterSmart will request, for at least the last two years but ideally for five to ten years in the past, such fields as, but not limited to:

- Account Number
- Account Sequence Number

- Meter I.D. (serial number)
- Current Meter Read Date
- Previous Meter Read Date
- Days in Billing Cycle
- Consumption
- Bill and water allocation details as mutually agreed

Current Consumption:

WaterSmart will also work with utility to set up a regular transfer of meter reads from the Utility to WaterSmart through a secure channel. This will be the same file format as the Consumption History file above. The frequency of meter data transfer will determine how frequently Water Reports are shipped (see Table 1).

WaterSmart will request, for accounts with interval data:

- Account Number
- Timestamp
- Timezone
- Consumption
- Additional details as mutually agreed

Rebate Program Participation File

Optionally, Utility may provide data on rebate program participants, and those receiving citations or notifications. This file may be sent at the same frequency as the Current Consumption data, or less frequently, and should include:

- Account Number
- Program Name
- Participation Date
- Additional details as mutually agreed

Should Utility implement new data management systems after the first initialization process, which require WaterSmart to re-onboard new file structures or map historical identifiers (e.g. customers, accounts, premises, service points), WaterSmart will assess an additional one-time fee not to exceed \$10,000 upon receipt of first test files from the new system.

Customization of Customer Portal and Water Reports

WaterSmart's Customer Portal and Water Reports (if selected) contain several custom fields. WaterSmart will work with the Utility to customize the Water Report and Customer Portal with Utility logo and contact information. WaterSmart will provide messages and recommendations for Utility to review and approve for display on a targeted basis. Utility will have the opportunity to approve or exclude any recommendations shown in the Water Report and Customer Portal and messages shown in the Water Report. The Utility will

also have the opportunity at the start of the program to provide WaterSmart with information on available rebates and incentives that should be flagged within relevant water saving recommendations.

Utility and WaterSmart agree to complete this process in a timely manner. Utility should provide final approvals to WaterSmart no more than ten (10) business days from when initial materials are provided to Utility.

For both Messaging and Recommendations, the review process is as follows:

- WaterSmart sends default content to Utility.
- Utility Project manager sends back a single, consolidated list of approved messages.
- WaterSmart provides proof sheet of finalized content once all data is received and portal is configured.

In addition, Utility will have the opportunity to provide one custom text Water Report message per Report cycle. Content is to be provided at least ten (10) business days prior to report generation.

Appendix A, Figure 1 shows the customizable content to be reviewed during initialization.

Finalization of Welcome Letter

WaterSmart will send a Welcome Letter, on behalf of the Utility, to accounts that will receive access to the Customer Portal or Water Reports. Utility will have the ability to customize the signature and the introductory paragraph of content, within space constraints. The review process is similar to the process for Messaging and Recommendations described above. The format, design and content of the Welcome Letter will be based on existing WaterSmart documents. Content and design of all materials are subject to change over time, as WaterSmart incorporates new features. WaterSmart will send Welcome Letters by email where a valid email address is available and by print otherwise.

Training

After all initial customer data has been received and program content is finalized, WaterSmart will provide Utility staff with an in-person training and resources to understand the features and functionality of the Customer Portal and Utility Analytics Dashboard. If needed, WaterSmart can hold multiple sessions to accommodate Customer Service representative shifts and availability.

A proposed schedule for the Program Initialization Phase is provided in Exhibit C: Schedule of Performance. At the end of the 3-month initialization period, the first 12-month implementation period will begin. The mailing of the Welcome Letter will mark the launch of the program. If the Utility has not yet provided the information necessary to launch the program, the implementation period will begin nonetheless. A substantial delay by the utility to provide the necessary information may result in fewer cycles of Water Reports being provided in the first term of the agreement.

SECTION 3: PROGRAM DESIGN

Experimental and Control Group

If selected, WaterSmart will use a randomized control group design to ensure the water saved in single-family residential accounts as a result of the WaterSmart program can be accurately measured and verified. While

the Residential Recipients, as specified in the Program at a Glance, will receive Water Reports the Control Group will not. This program design allows WaterSmart to compare the changes in water consumption and customer satisfaction of the participants versus the control group and provide the Utility with formal statistical results.

Water Reports

Recipients

The number of recipients (specified in the Program at a Glance) may vary slightly in any cycle of Water Reports based on the availability of valid meter data available for each account and the number of new or closed accounts in a given period. Water Reports will be sent digitally where valid email addresses are available, and by print otherwise.

Number and Scheduling of Cycles and Shipments per Report

Each enrolled account will be eligible to receive a Water Report in each of the 4, 6 or 12 cycles of reports per term, as specified in the Program at a Glance. Some accounts may receive fewer Water Reports due to a missed or incorrect reads, or a closing or opening of a new account with the Utility.

Each cycle of reports can be sent in one or more shipments, with each shipment going to a subset of households. WaterSmart will ship Water Reports based on the schedule that the Utility transfers billing data to WaterSmart. For utilities that provide account billing data to WaterSmart on a rolling basis (with billing data for a subset of accounts transferred each day or each week), WaterSmart will send out shipments for each cycle on a weekly basis. For utilities that provide account billing data to WaterSmart once per billing period, WaterSmart will send each cycle of Water Reports in a single shipment.

The schedule of these shipments is given below:

Table 1: Schedule of Water Reports Shipments

Utility Transfers Billing Data to WaterSmart:	WaterSmart Sends Shipments of each Report Cycle:
Daily	Weekly
Weekly	Weekly
Monthly	Monthly
Bi-Monthly	Bi-Monthly

The report delivery schedule is designed so that every customer account will be eligible to receive a report in each cycle. If the Utility wishes to stagger the initial set of reports over more than one cycle or in such a way that it does not correspond to the utility billing data transfer schedule, these are special circumstances that must be identified in advance in the “Program at a Glance” section at the front of this Scope and are subject to approval by WaterSmart.

The delivery of the Welcome Letter and the initial cycle of Water Reports will be scheduled in conjunction with the Utility. Email deliveries may be scheduled to arrive on, or avoid, a specific day of the week. Print deliveries are subject to postal schedules and cannot be guaranteed for specific dates. Utility-requested delays in

sending materials may result in fewer reports per recipient than the maximum number specified in the contract.

Cohort Group

For utilities sending Water Reports to single family residential customers, WaterSmart will create cohort groups of similar residences in order to maximize the relevance of water use comparisons and potential water savings. Cohort groups may include the following variables:

- Number of occupants per home (based on user-generated information and real-estate based estimates)
- Irrigable area (e.g. small, medium, large, etc.) to be determined based on home size and lot size information contained in real estate data obtained by WaterSmart, or optionally, provided by Utility if it already possesses such information
- Residence location (e.g. city, zip code, etc.) for utilities which span large areas

Post-Launch Survey

WaterSmart will send a link to a post-launch survey to accounts with email addresses. The post-launch survey typically is conducted after at least eight months of engagement. WaterSmart will provide a sample of the Satisfaction Survey invitation, including one block of content, which the utility may customize. Utility should provide consolidated comments and final approvals to WaterSmart no more than ten (10) business days from when initial materials are provided to Utility. The results of the surveys will be used to gauge customer satisfaction and Water Report perceptions. WaterSmart will share all results of the surveys with Utility via the Utility Analytics Dashboard.

Measurement and Verification

WaterSmart reports changes in consumption for the experimental group versus a randomized control group selected from Utility's entire population of residential households. After three Water Reports have been sent, WaterSmart will prepare an efficiency study that details the change in water usage for the experimental versus control group, and load those results into the Utility Analytics Dashboard. This evaluation is performed with a Fixed-Effects regression model using the consumption data for each household in the experimental and control groups. The efficiency study report will include percentage savings, GPD (Gallons per Day) savings and Acre Foot savings at the program level for all months after the first Water Reports were sent.

SECTION 5: CUSTOMER SERVICE AND SUPPORT

Customer Service Support

Utility shall have the primary responsibility for providing customer service to Customers. WaterSmart will provide a list of Frequently Asked Questions to both enrolled Customers and Utility staff to facilitate this process. WaterSmart also provides the Customer Support section within the Utility Analytics Dashboard, which is designed to help customer service representatives respond to Customer inquiries.

WaterSmart's project manager will work with Utility's primary contact to assist in addressing additional customer issues. All inquiries from Utility customers outside the scope indicated above, including without

limitation questions about water data, will be directed to Utility. WaterSmart will provide service and support to Utility's Project Manager regarding technical questions about WaterSmart's Customer Portal and Utility Analytics Dashboard Web applications and Water Reports between the hours of 9 a.m. and 5 p.m. PST on Monday thru Friday, excluding federal holidays.

To further assist in answering questions, WaterSmart offers a Utility Analytics Dashboard feature ("Intercom") that allows Utility staff to communicate and engage actively with the entire Client Services team, for a more high-level response of customer and product support in-app and through email. Customers can use the Intercom feature to ask questions and provide feedback, and can expect to receive a real time response from members of the WaterSmart team.

Maintenance of Web Applications

WaterSmart will maintain commercially reasonable systems and controls designed to maximize monthly uptime and minimize unscheduled outages of the Customer Portal and Utility Analytics Dashboard. Excluding any down time for maintenance and/or upgrades, WaterSmart will make strong efforts to provide Customers and Utility with access to their respective Web applications on a continuous basis. WaterSmart will provide advance notification of any planned outages and will notify Utility without unreasonable delay if it detects or receives notice of any material problems relating to the Customer Portal and/or the Utility Analytics Dashboard.

WaterSmart's Web Applications include dynamic and interactive charts and tables that may not be compatible with older Internet browsers.

The Internet browser and operating system requirements are:

- Windows XP: Chrome 38+, Firefox 32+
- Windows 7, 8, 8.1, 10: IE 9+, Chrome 38+, Firefox 32+
- Mac: Chrome 38+, Firefox 32+, Safari

Data Security and Privacy

WaterSmart will not share personally identifiable customer information or customer-specific water use information with any third party without prior consent from Utility. Data transferred to WaterSmart from Utility will be stored in a database dedicated to Utility and its WaterSmart project. The data will not be comingled with the data provided by any other entity; provided, however, that certain anonymous data may be copied and consolidated with data provided by one or more other entities for the research and product development purposes subject to the terms of the Agreement.

WaterSmart enacts standard controls, policies, and procedures to ensure the security of Utility's data and customer provided information, including but not limited to choosing a reputable cloud-server vendor with appropriate physical security of server infrastructure, secure public-private key-based login to all WaterSmart server infrastructure, password authentication on all Web site interaction, and audit logging.

WaterSmart will provide Utility with a private, password-protected FTP destination for regular delivery of the data. This secure FTP site will be hosted on WaterSmart's server infrastructure. Utility agrees to send data only through this secure channel and not through any other method.

Appendix A: Water Report Customization Areas

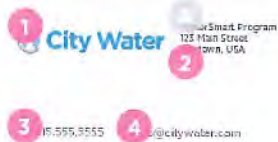
Figure 1: Customized Areas in Water Reports setup during Initialization

Settings supplied by utility

1. Utility logo
2. Utility address
3. Utility phone
4. Utility email, 25 char max
5. Program URL, 30 char max
6. Native units
7. Social media links

Defaults can be updated by request, within the space limitations of the report

- A. Program name
- B. 2 Registration keys



Your Water Use

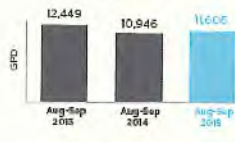
AUG 1 to SEP 30, 2015

11,606
gallons per day

\$28.00

Compare Your Past Use

for this period



WATER REPORT FOR CAFE PARISIAN

123 UNIVERSITY AVE

THIS IS AN INFORMATIONAL REPORT AND NOT A BILL.
ACCOUNT NUMBER: 12373124-01

GO PAPERLESS. SEE ALL INFO & PRODUCTS AT:
demo.watersmart.com

Cafe Parisian
123 University Ave
Anytown, USA

Upgrades really work!

"I was skeptical about the new dishwasher, but I saw savings on my very next water bill. Even though we did 10% more business that month!"
-Lisa P., restaurant owner

Relative use for August

Your use compared to other local restaurants.



FROM: City Water
SUBJECT: INSIDE Your New Water Report!

Water Report for

123 University Ave

This is an informational report and not a bill.
BILLING PERIOD: Aug 1 to Sep 30, 2015
ACCOUNT NUMBER: 12373124-01

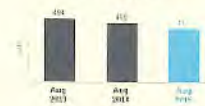
Your Water Use

417
gallons per day

\$10.00

Compare Your Past Use

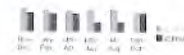
for this period



Learn more about your water use

Your use compared to last year

You are using 25% less water than you did in the previous twelve-month period.



Where is your water from?



Water-saving recommendations

Selected based on your property characteristics and historical water use. Log on to track your progress.

Potential annual savings if you:



Harvest rainwater

Install a rainwater catchment system and use the resulting water for irrigation.



Use your hose efficiently

Don't water if it's hot or windy, use a timer and keep water off of pavement.

Water-saving recommendations

Selected based on your property characteristics and historical water use.

Log on to track your progress

Potential annual savings if you:



Upgrade dishwasher

240
GALLONS PER DAY

\$342
DOLLARS PER YEAR



Replace pre-rinse spray valves

180
GALLONS PER DAY

\$292
DOLLARS PER YEAR

Log On

Track your water use at macro and micro levels, and access:
• Seasonal trends
• Downloadable history
• Efficient products for purchase

demo.watersmart.com

Account: 12373124-01
Zip Code: 99999

A free service offered by your water utility and powered by WaterSmart Software®

3 Contact us
415.386.8822
4 cityofwatersmart@watersmart.com
5 demo.watersmart.com

Follow us

7

Figure 2: Home Water Report Example



WaterSmart Program
123 Main Street
Anytown, USA

415.555.5555 info@citywater.com

YOUR HOME WATER REPORT

THIS IS AN INFORMATIONAL REPORT AND NOT A BILL.

SERVICE ADDRESS: 456 Washington St., Anytown
ACCOUNT NUMBER: 123873124-01

GO PAPERLESS. SEE ALL INFO & PRODUCTS AT:
citywater.com

Blair Jones
456 Washington St.
Anytown, USA

Your WaterScore
AUG 1 to SEP 30, 2016



Nice work, WaterSaver.
Take action to save even more.

Gallons Per Day (GPD)
14 CCF = 174 GPD



Your water use is compared to homes in Anytown with 3 occupants and a similar yard size.

Register online. It works!

"I was alerted to a possible leak. We were trying to be more efficient but each month showed we were using more water...It's eye opening!"
-Lisa P., resident and user of citywater.com

How much you could be saving

If you took the actions below, you could reduce your use by 83 GPD. That's \$368 per year in potential savings.



Water-saving actions just for you

Selected based on your household characteristics, yard size, and historical water use.

[Log on to update your profile](#)

Potential savings if you:



Log On

Get your full list of recommended actions, and see:

- Where you're using the most
- Your progress over time
- Efficient products for purchase

citywater.com

Account: 123873124-01
Zip Code: 98765

A free service offered by your water utility and powered by WaterSmart Software®

Exhibit B: Payment Terms

COMPENSATION

For items listed in the above Scope of Services, Utility shall compensate WaterSmart according to the Fee Schedule below.

Table 2: Fee Schedule

Program Feature	Description	Fee	Invoicing schedule
Initialization (First 3 Months of Term)	One time fee for program setup, configuration, and Welcome Letter to ~405 "Know Your Flow" participants	\$3,300	Upon Agreement Signing
Year 1 Software Fee	Customer Portal for "Know Your Flow" Participants and Utility Analytics Dashboard for all accounts	\$11,920	Upon Agreement Signing
Year 1 Water Report Fee	Welcome Letter for 4,000 participants, 2 Water Reports for 4,405 participants, and Customer Portal access for all accounts	\$11,800	6 months after signing agreement
Year 2 Water Report and Software Fee	Customer Portal and Utility Analytics Dashboard for all accounts. 4 Water Reports for 4,405 participants.	\$29,540	Upon beginning of Year 2
Year 3 Water Report and Software Fee	Customer Portal and Utility Analytics Dashboard for all accounts. 4 Water Reports for 4,405 participants.	\$29,540	Upon beginning of Year 3
Total Fee		\$86,100	

CONTACT FOR INVOICES

Utility contact for all invoicing purposes is (Name) (Title) (Email) (Phone Number) (Mailing Address)

For any questions regarding WaterSmart Contracts, please contact WaterSmart Accounting at business@watersmart.com, 415.366.8622 x 815. All written correspondence can be sent to:

Accounting Department

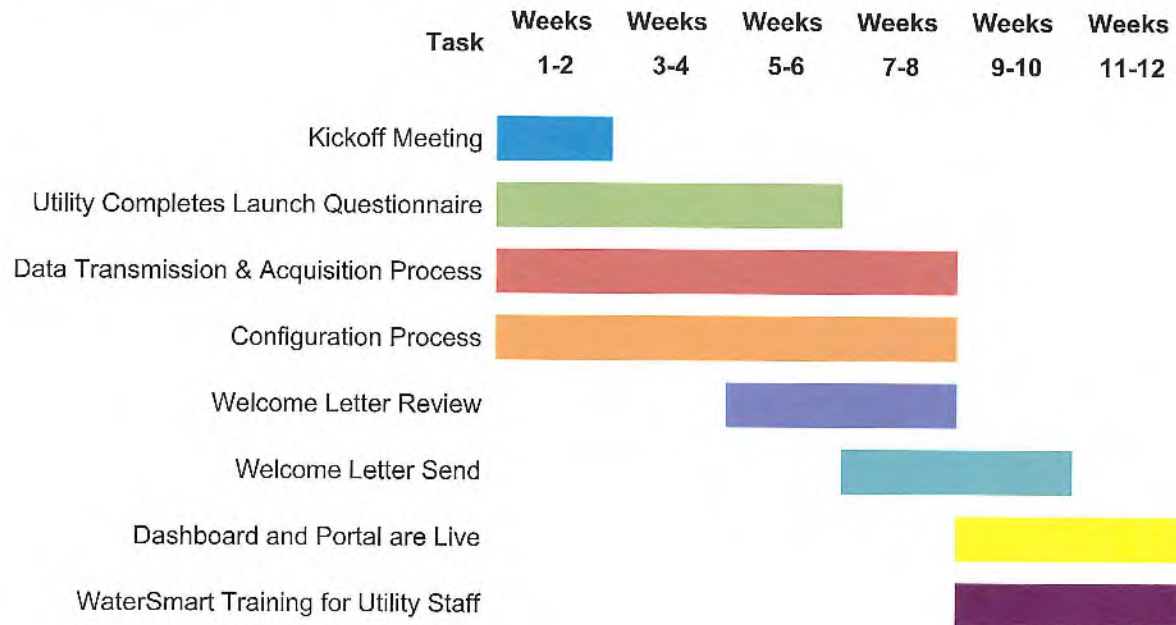
WaterSmart Software
20 California Street, Suite 200
San Francisco, CA 94111

Exhibit C: Schedule of Performance

INITIALIZATION SCHEDULE

WaterSmart proposes the following schedule to initialize and launch the program. If the Utility desires to move more quickly in the Launch Questionnaire, Data Transmission/Acquisition, Configuration, and Welcome Letter review, WaterSmart will do its best to accommodate the schedule.

Table 3: Estimated Initialization Schedule



IMPLEMENTATION SCHEDULE

WaterSmart proposes the following schedule to complete all work required to fulfill the Scope of Work in Year 1.

Table 4: Implementation Schedule Year 1

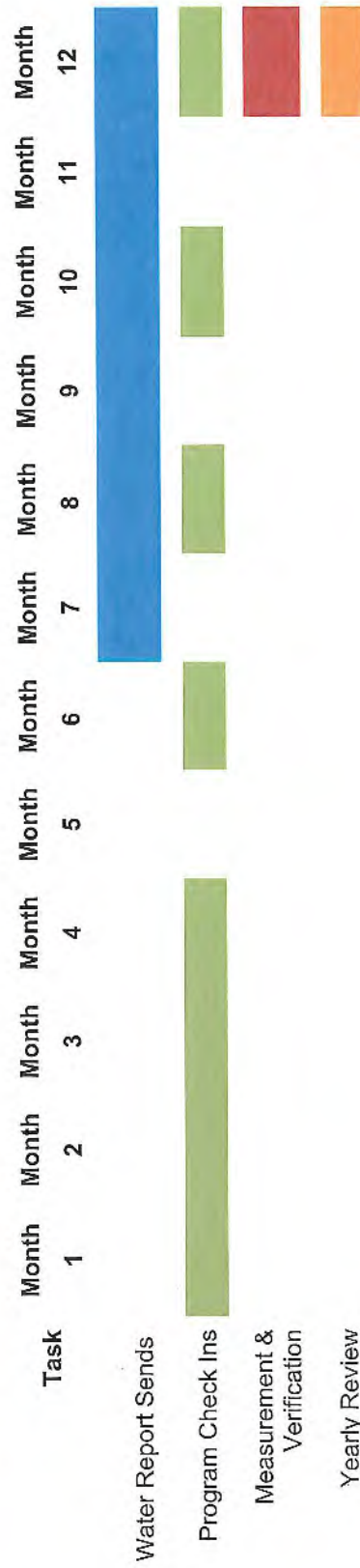


Table 5: Implementation Schedule Years 2 and 3

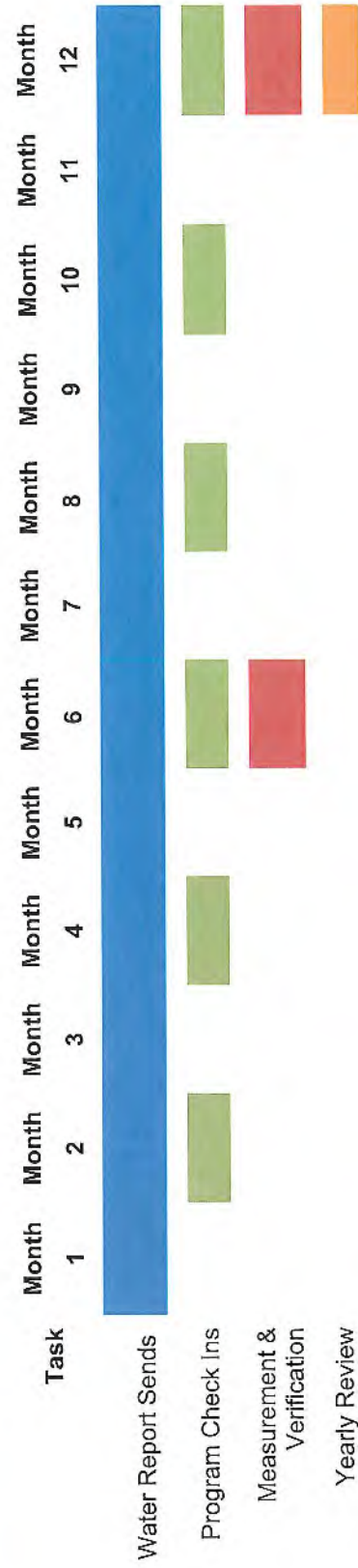


Exhibit D

SOFTWARE-AS-A-SERVICE PROVISIONS

BACKGROUND: WATERSMART's services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement.

A. WATERSMART's reservation of intellectual property rights

WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same except as follows.

Authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, and other deliverables provided to Utility by WATERSMART for purposes of Utility's water conservation program and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. Any rights not expressly granted herein are reserved by WATERSMART.

B. Utility's cooperation in providing necessary inputs

Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in Exhibit A or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by Exhibit A. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data

All data, documents and other information received from Utility by WATERSMART for performance of this Agreement are deemed confidential and shall not be disclosed by WATERSMART without Utility's prior written consent (except to WATERSMART's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate

confidentiality protections). For this purpose, Utility confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by WATERSMART; (ii) information that WATERSMART can demonstrate was in its possession prior to receipt from Utility; (iii) information received by WATERSMART from a third party who, to WATERSMART's knowledge and reasonable belief, did not acquire such information on a confidential basis from Utility; (iv) information WATERSMART can demonstrate was independently developed by it or a third party; or (v) information that WATERSMART is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement.

D. Software corrections and third party acts; limitation of liability for SaaS services

In the event that WATERSMART's services fail to meet specifications or other requirements specified by Exhibit A, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. For any types of liability not expressly specified above in this section, WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), shall in no event exceed (i) two times (2X) the amounts received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be substantially higher without the aforementioned limitations which are customary for providers in the SaaS sector.

E. Technology and services infrastructure vendors

WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. Since the referenced cloud hosting platform and printing and mailing vendors are integral components of WATERSMART's technology and services infrastructure used across its customer base and

are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under this Agreement.

Exhibit E

Extension of Services Agreement

WaterSmart Software, PBC. ("WaterSmart") and [FULL NAME OF UTILITY] ("Utility") would like to confirm an extension of their Services Agreement originally dated [DATE] [and previously extended on [DATE(s)]] (the "Agreement"). The current term of the Agreement ends on [DATE]. WaterSmart and Utility agree to extend the Agreement for an additional period, which will begin immediately upon the expiration of the current term and will end on [DATE].

Unless otherwise specified herein, WaterSmart will provide the same services previously listed in Exhibit A, the Scope of Work, of the Agreement. Pricing for this extension term and any changes in scope are listed below. All other terms and conditions previously agreed to in the Agreement, including insurance requirements and provisions, remain in force.

Changes in Scope:

UPDATED PROGRAM AT A GLANCE

The pricing and invoicing schedule for services during this extension term are shown below in Table 1.

Table 6: Fee and Invoicing Schedule

Program Feature	Description	Fee	Invoicing schedule
Services Fee For 12 Month Extension Term	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Water Reports throughout Program (if selected), and Support & Customer Service	X	[ANNUAL OR QUARTERLY OR BIMONTHLY] (invoiced in advance)
Total Fee			

IT IS SO AGREED.

Robin Gilthorpe, CEO

WATERSMART SOFTWARE, PBC.

Date:

[Name, Title]

[UTILITY NAME]

Date:



WaterSmart Program
123 Main St
Anytown, USA

SERVICE ADDRESS: 456 Washington St.
ACCOUNT NUMBER: 23873124-01



VIEW YOUR WATER USE
citywater.watersmart.com

415.555.5555

info@citywater.com



WELCOME

TO THE WATERSMART PROGRAM

Dear Blair,

The City of Anytown is excited to introduce you to the WaterSmart Program. This free service is part of our commitment to provide you with the best tools to manage your water use and your bill. I encourage you to get started today by logging on to the WaterSmart Portal.

Sincerely,
Pat Jones
Mayor of Anytown

Blair Jones
456 Washington St.
Anytown, USA

VIEW YOUR USE ONLINE

citywater.watersmart.com

Account: 23873124-01

Zip Code: 98765

Your average water use from Aug 8-Oct 7:

172 gallons per day

WHAT YOU'LL GET

The WaterSmart Portal will help you track your water use at macro and micro levels.



How you compare See how your water use compares to similar homes.



Ways to save Get personalized, step-by-step actions.



News and events Stay up to date.

